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The Solicitors' Journal and Reporter.

LONDON, JUNE 16, 1888.

CURRENT TOPICS.

IT IS UNDERSTOOD at present that Mr. Justice DENMAN and Mr. Baron POLLOCK will be the vacation judges for the year beginning the 13th of August next.

THE TRANSFER of one hundred and thirty actions to Mr. Justice KEKEWICH for the purposes only of hearing or of trial was made on Thursday, the 14th inst. It comprises thirty from the list of Mr. Justice KAY, thirty from that of Mr. Justice CHITTY, forty from that of Mr. Justice NORTH, and thirty from that of Mr. Justice STIRLING. The order will be found in another column, the actions mentioned in the schedule thereto being re-arranged in the order in which they will be heard.

NOTWITHSTANDING that the new order for transfer was not signed on the 12th inst., Mr. Justice KEKEWICH announced on that day that parties concerned in cases transferred must be ready for trial on Monday, the 25th inst., and that actions not ready in their turn will be placed in a deferred list, and not taken without special order.

THERE IS LITTLE DOUBT that the Government have abandoned their intention of promoting the appointment of a new judge of the Chancery Division. It is, however, not improbable that Mr. WARMINGTON's suggestion that actions set down in the Chancery cause books and marked as belonging to the Queen's Bench Division should be transferred to a judge of that division, will be adopted, but even so there are only about sixty actions so marked, and the relief gained by such a transfer would be scarcely appreciable.

THE LIABILITY OF TRUSTEES BILL passed through Committee in the House of Lords last week, apparently without alteration, but with the understanding that amendments to clause 7 (enabling the Statute of Limitations to be pleaded by trustees) will be proposed by the Lord Chancellor on the report stage of the Bill. The Lord Chancellor raised an objection to the application to the court rendered necessary for investment on inscribed stocks of any British colony by sub-clause (6) of clause 9 (trustees' investments), which we questioned in commenting on the alterations made in the Bill (*ante*, p. 501). With much deference to the Select Committee, who, as Lord HERSHELL explained, had been unable to see their way to any other provision, we think it would be better either to strike out the sub-clause or to give power, without any application to the court, to invest in any inscribed stocks of Colonial Governments. The cost to the trust estate of application to the

court will probably render the sub-clause, as it stands, a dead letter; and, if it should be acted on, and a judge, in a reported case, should decline to sanction an investment in a particular colonial stock, the result might be to injure very considerably that stock in the market. The discussion on the trustees' investment clause elicited the information that the Rule Committee of Judges are reconsidering rule 17 of order 22 of R. S. C., 1883, relating to the investment of cash under the control of the court, and it is much to be hoped that they will be able to get rid of what Lord SALISBURY called the superstitious restraints on investment. It would be useful if the rule could be so altered as to represent the range of investment which a prudent testator or settlor would be likely to prescribe, so as to enable investment clauses in wills and settlements to be omitted, or framed only by way of addition to the rule. But we have no great expectation that this result will be attained.

MR. COZENS-HARDY probably owed the second reading of his Accumulations Bill to the fact that it was set down for one of the great Ascot days. The Attorney-General strongly opposed the Bill, and it may be presumed that it was only the knowledge that there was not a majority within reach which led to a division not being taken. According to the *Times*, it was stated that the Bill "had been carefully considered by the Incorporated Law Society, which body had unanimously passed a resolution in its favour." The reference is, we presume, to the council of the society; and (if the report is correct) it would be interesting to know the grounds of their strong approval. We confess we do not at present see any reason for enthusiastic support. No doubt there have been cases in which directions to accumulate have proved mischievous, but it does not follow that it is desirable to run to the extreme of rendering illegal all periods of accumulation allowed by the 1st section of the Thellusson Act except the period of the minority or respective minorities of the person or persons who would for the time being, if of full age, be entitled to receive the income directed to be accumulated. It may be noticed that the Bill prohibits accumulations for any "longer or other" term than that above referred to, the words italicized being an addition to the words of the Thellusson Act, which, it is presumed, would have the effect of rendering invalid a direction to accumulate for any period less than the minority of the person or persons entitled. It is almost needless to repeat what we have before pointed out—viz., that, if the Bill becomes law as it stands, a bequest to a legatee on attaining twenty-five, with a direction to accumulate the income for him in the meantime, will be void as regards the accumulations. The Bill will probably be referred to the Standing Committee on Law, and, we hope, will be modified.

MR. JUSTICE CHARLES's decision in *Swain v. Ayres and Luck* (*ante*, p. 94) was on Tuesday affirmed by the Court of Appeal. Our readers may remember that the question was, whether section 14 of the Conveyancing Act, 1881, relating to "a right of re-entry or forfeiture under any proviso or stipulation in a lease," extends to such a proviso contained in an agreement for a lease. It was contended that the effect of *Walsh v. Lonsdale* (31 W. R. 109, 21 Ch. D. 9) is, that for every purpose, including the interpretation of statutes, a tenant who enters and occupies under an agreement for a lease is an actual lessee, and the agreement for a lease under which he holds is an actual "lease"; and that such a tenant is therefore entitled to the relief against forfeiture provided by section 14. In *Swain v. Ayres and Luck* Mr. Justice CHARLES based his decision, that the tenant was not entitled to such relief, on the ground that the doctrine of *Walsh v. Lonsdale* only applies where specific performance can be obtained of the agreement for a lease; and as, in the case before him, the tenant had acted in breach of the covenant to repair agreed to be contained in the lease, he could not obtain specific performance. It appeared to us that this ground of decision was unavailing, and indeed, as we pointed out at the time, it was already sanctioned by the decision of the Court of Appeal in *Coatsworth v. Johnson* (55 L. J. Q. B. 220). But the more generally important and interesting question was, whether section 14 of the Conveyancing Act, 1881, applies to the case of a tenant holding under an agreement for a lease which is capable of being specifically performed. In *Swain v. Ayres and Luck* Mr. Justice CHARLES is reported to have expressed an opinion that "section 14 must be construed according to its natural

meaning, and that it applied to a lease, and to a lease only"; and we gave (*ante*, p. 85) reasons for thinking that this is the only construction of the section compatible with the language of the Conveyancing Act, and the presumable intention of its framers; but, at the same time, we pointed out that in *Coatsworth v. Johnson* the Court of Appeal had expressly declined to decide this question, and that there was evidently doubt in Lord Esher's mind on the subject. In the recent case the Court of Appeal, while affirming Mr. Justice CHARLES's decision on the first of the grounds above mentioned, appear to have held that in all cases where an agreement for a lease is capable of being specifically enforced, it is a "lease" within the meaning of section 14. We need not repeat the reasons we adduced in support of a contrary view, but we may remark that, so far as appears from the report, the court do not seem to have discussed the provisions of the Conveyancing Act, 1881, bearing on the meaning of the word "lease."

THE CONTEST between the railway companies and the public goes on with varying success. Two recent cases appeal to the experience of everybody, and in one of them a Lord Justice of Appeal seems to have been a sympathetic judge. "I am the judge of assize," said LOPES, L.J., when he had lost his ticket. "I have heard that story before," promptly replied the ticket collector. Presumably, however, he refrained from proceeding to the extremity which caused the litigation in *Butler v. Manchester, Sheffield, and Lincolnshire Railway Co.* Here the company's servants forcibly ejected a passenger who had lost his ticket, and who declined to pay more than the original price of it. There was no reason to impute a fraudulent intention to him, as he was *prima facie* respectable, and known to several persons in the train. Such a proceeding may be convenient for railway companies, but there is no legal justification for it, since sections 103 and 104 of the Railways Clauses Act, 1845, are inapplicable. The tendency is to treat the contract between the passenger and the company as an ordinary contract for carriage, and if any breach of the conditions occurs in the course of it, as that the passenger should shew his ticket, then the proper remedy is by action, in the same way as for other breaches of contract. This is consistent with such cases as *London and Brighton Railway Co. v. Watson* (27 W. R. 614, 4 C. P. D. 118), which decide that a passenger is only liable to pay for the actual services rendered him, and that the company cannot inflict upon him an uncertain penalty, such as the payment of the full fare from the starting point of the train. The other case was *Skipworth v. Great Western Railway Co.*, and was of that familiar class depending upon the conditions printed on the back of a ticket. This was an ordinary cloak-room ticket, and the condition was to the effect that the company would not be liable for loss beyond £5, unless an additional payment on the declared value of the property was made. A loss took place by reason of the delivery of the luggage to the wrong person. The case is, therefore, very similar to *Harris v. Great Western Railway Co.* (1 Q. B. D. 515), where, also, the loss arose through the negligence of the company's servants; and after that decision it was natural to hold that the luggage was deposited upon a condition of which notice was given to the passenger, and that the word "loss" covered the loss occasioned by the misdelivery in question. It must, of course, always be more or less unsatisfactory to decide these questions on the assumption that a contract has been deliberately made. The conditions on the back of a ticket, as a rule, attract no attention, or, if they do, are accepted as inevitable. But when they refer to a matter which a passenger can rectify by an extra payment, it would not be unreasonable to require them to be brought more prominently before him.

THE CASE of *Re Scanlan*, recently decided by STIRLING, J., settled an important point with reference to the Guardianship of Infants Act, 1886, and may raise a doubt in the minds of some whether the position of the mother under that Act is as satisfactory as has been supposed. The matter relates to the religious education of the children after the father's death. Nothing is better settled than that, in the father's lifetime, this is subject to his exclusive control. For this it is only necessary to refer to *Re Agar-Ellis* (24 Ch. D. 317). Moreover, after his death, it is the duty of any guardian a child may have to carry out the father's wishes. Thus,

in *Hawksworth v. Hawksworth* (6 Ch. 542), it was said by Sir W. M. JAMES, L.J.:—"The rule of the court is, that the court, or any persons who have the guardianship of a child after the father's death, should have sacred regard to the religion of the father in dealing with the child." The question then arises whether the mother, who becomes guardian under the recent Act, is any less bound by the same rule than a guardian appointed by the father's will or otherwise. To this it seems possible to give only one reply—and it is to be found, as Mr. Justice STIRLING pointed out, in the words of section 4, which expressly give to a guardian under the Act, and therefore to the mother, such powers over the estate and person of the infant "as any guardian appointed by will or otherwise now has . . . under the Act 12 Chas. 2, c. 24, or otherwise." Thus it is quite clear that the Act simply creates a new guardian, in the person of the mother, but confers upon her no new powers in that office. Whether upon the father's death she could usefully have power to change the religion of the children may well be doubted; the real difficulty lies in the disagreement of husband and wife *inter se*, and no Act of Parliament can cure the bad results of this.

SIR W. HOULDSWORTH is pressing on the Government the expediency of passing, in the present session, an Act similar to that which was passed in 1871 (34 & 35 Vict. c. 88), to prohibit, except under very special circumstances, the grant of any new licences for the sale of liquor for the period of a year; and as this proposition will, we imagine, meet with the approval of teetotalers and publicans as well, there seems to be a possibility that the Government may ultimately adopt it, although declining to pledge themselves to do so. The Act of 1871, while prohibiting the grant of new licences, made an exception for any case in which it should appear to the justices "that the refusal to grant any new licence will cause inconvenience to any locality, or to the public, or injury to any person or body corporate." In such case a provisional grant might be made, the Secretary of State having authority to confirm it or not, at his pleasure—for so we read the words "it shall be lawful for the Secretary of State to confirm," &c. The Act also contained a very important and novel provision, which was subsequently embodied, with amendments, in section 50 of the Licensing Act, 1872, for enabling the justices to remove licences from one part of their divisions to another—thus adjusting the undue proportion of licences to population which have arisen from those natural causes the operation of which is indicated by each census.

WE HAVE several times called attention to the effect of section 45 of the Copyhold Act, 1887, upon the devolution of trust and mortgage estates. By that section it is provided that "The thirtieth section of the Conveyancing and Law of Property Act, 1881, shall not apply to land of copyhold or customary tenure vested in the tenant on the court rolls of any manor upon any trust or by way of mortgage." The object of the change was to avoid the expense consequent upon the necessity of admitting two or more executors, the fines upon admission being from this cause often nearly doubled. Perhaps, however, it has not been generally noticed that the change only applies where the trustee or mortgagee was actual tenant on the rolls. It is important to notice this with regard to mortgagees, owing to the common practice for the mortgagee to abstain from taking admittance until it is necessary to do so. In such a case his equitable estate will devolve upon his executors, and when they come to be admitted there will arise, of course, just the expense which the Act was meant to avoid. The case was probably not foreseen by the framers of the Act, but it is important to notice it, and to remember that the devolution of mortgage estates of copyhold is liable to this complication.

Lord Macnaghten will preside at the annual dinner of the United Law Society, which takes place at the Holborn Restaurant, on Friday, the 22nd inst. The dinner is this year arranged in connection with the congress of the provincial societies in union with the United Law Society, which will be held at the Old Hall, Lincoln's-inn, on Thursday, Friday, and Saturday in next week. An opportunity will be afforded for the discussion of the questions which at present require the consideration of the profession. Members of both branches of the profession are invited to take part in the proceedings.

BILLS OF SALE GIVEN IN WRONG NAME.

THE law relating to bills of sale is full of difficulties and anomalies; but we think that perhaps the climax has been reached in the case of *Downs v. Salmon* (20 Q. B. D. 775). The case stands next in the *Law Reports* to another decision *in pari materia*—viz., *Lee v. Turner* (20 Q. B. D. 773)—a juxtaposition which is very effective by way of contrast. In *Lee v. Turner* the grantor of a bill of sale was described in the bill of sale and affidavit filed on registration as "Kendrick Turner, tutor," whereas in fact his name was Frederick Henry Turner, and he was a schoolmaster; and it was held that the misdescription rendered the registration of the bill of sale void. In *Downs v. Salmon* a bill of sale was given by a husband and wife, and in the instrument and the affidavit filed on registration, their names were described as Alfred Salmon and Edith Campbell Salmon, wife of Alfred Salmon. The husband's true name was George Henry Arthur Salmon, and the misdescriptions were purposely made by the grantors to conceal the fact that they had given a bill of sale. It was held that the registration of the bill of sale was not thereby invalidated.

Notwithstanding the strong apparent inconsistency of the result, it seems doubtful, on reading the judgments, whether there is any real conflict between these decisions, though some of the expressions used by the judges in the respective cases hardly seem to be reconcilable. We do not propose to discuss the question whether the decisions are respectively right or wrong. But, assuming that they are both right, we confidently assert that the result is an absurdity. It seems obvious that the object of the provisions of the Bills of Sale Acts with regard to registration was to insure publicity for the transaction, so as to prevent fraud, and to enable persons about to give credit to the grantor to ascertain his position. To that end appears to be directed the provision that there must be a description of the residence and occupation of the grantor. In the case of *Lee v. Turner* the statement of the occupation was not strictly correct, for a tutor is not the same as a schoolmaster, though the occupations are cognate. But it is an absurd result if a man may, to conceal the transaction, give a bill of sale in a false name, although his true occupation must be stated with the most rigid accuracy. The whole object with which the description of the occupation is required is, as it appears to us, probably frustrated if the wrong name may be given. It seems to us to result from *Downs v. Salmon* that not merely a wrong Christian name, but a wrong surname, may be given; and if an entirely different name may be given, giving the occupation would probably not be of any effect for the purpose of identification.

The way in which the judges appear to have reasoned in *Downs v. Salmon* was as follows:—There is nothing in the common law to prevent a man giving a bill of sale of his goods and chattels under any name he pleases; which is undoubtedly so. Then, in order to avoid a bill of sale given under an assumed name, it must be brought within the terms of the Act. The Act provides for the filing of an affidavit of due execution and attestation, and a description of the residence and occupation of the person making or giving the bill of sale; but there is no provision for a correct statement of the grantor's name, or that the instrument shall be avoided if his name is not correctly stated. It was argued that the Act must, by implication, mean that the instrument must be executed in the grantor's true name. There can be little doubt that the Act contemplated that the true name would be used; the whole machinery of registration seems to become idle otherwise; but it does not follow, because the ordinary course of business is assumed to be pursued, and the legislation is accordingly directed to that state of things, that there is necessarily any provision rendering it essential to pursue it. The truth may be that the Legislature only thought of the ordinary case of a man giving a bill of sale in his proper name, and never thought of the case of a man executing a bill of sale under an assumed name, and therefore never provided for it.

And, however absurd the result of such an omission in particular cases may be, we are by no means sure that it would be altogether easy to frame a satisfactory provision for remedying it. It might not always be easy to say what was a man's true name. A man who has been endowed by his godfathers and godmothers in his baptism with an inconvenient multiplicity of Christian names

frequently ignores some, or all but one, of them. A man, more particularly in the lower walks of life, from some inscrutable reason or perversity of mankind, often acquires among his associates, and is generally known by, an altogether different Christian or surname from that which rightfully belongs to him. Men, for reasons which may be discreditable or otherwise, with more or less legal formality, or sometimes none, frequently change their surnames. It would hardly do to enact that a bill of sale could only be validly given by a man in his true or real name, for it might be very difficult to say what that was. If a man, having gone for years by the name of John Smith, should give a bill of sale in that name, it would be most unjust that it should be avoided because it was proved that he was christened Thomas, and was the legitimate son of Brown; on the other hand, it would be rather difficult in the same case to say that, if he chose to revert for the nonce to his original and lawful name of Thomas Brown, and granted a bill of sale under that name, it should be bad. Again, when a man had gone impartially by several names at different times and places, it might be a very delicate question which, at a given time or place, was to be considered as his true or real name. The provision would have to be in the direction of avoiding bills of sale where false names were found to have been assumed for the purpose of concealing the transaction, but it would require to be framed with some care: and even here difficulties might arise, because, if the fraudulent intention to evade the Act is to be the test, the question at once arises how far the fraudulent intention of the grantor ought to be sufficient to avoid the instrument when the grantee is innocent of any fraud.

SOLICITOR AND CLIENT COSTS.

OF recent years the power of awarding costs as between solicitor and client has been exercised within somewhat narrow and well-defined limits. Considerable interest attaches, therefore, to the important judgment which has been given upon the subject this week by the Court of Appeal in the case of *Andrews v. Barnes*. As Mr. Beames pointed out long ago, the system of awarding party and party costs only is not in theory defensible. "Complete justice, however, between the litigating parties, as individuals, never can be done unless the successful party, in addition to the recovery of his right, is fully reimbursed the expenses he has necessarily incurred in the pursuit of such right. But our civil courts do not in ordinary cases award this measure of justice, proceeding, possibly, upon some latent and unavowed principle of polity, which discourages litigation by imposing, even upon the successful party, some degree of pecuniary loss" (Costs, p. xii.). But whatever may have been the reasons which led to the customary restriction upon the costs awarded, there is no doubt that the old Court of Chancery relaxed the restriction in certain cases, and the jurisdiction it had to do this, whether more or less extensive, is now inherited, at any rate, by the Chancery Division of the High Court of Justice, and possibly by all divisions.

It has been customary in more recent times to consider that the jurisdiction in question is exercised only where there is some fiduciary relation between the parties, or where there has been distinctly improper conduct on one side—where, for instance, gross charges of fraud have been made, and not sustained (Seton on Decrees, 4th ed., l. p. 124; Morgan and Wurtzburg, p. 96). But in the present instance the Court of Appeal has gone back both to the early general orders of the Court of Chancery and to the somewhat numerous cases of the last century, with the result that the jurisdiction has no assignable limits, but the whole matter is within the discretion of the court. In the first instance they disclaim the suggestion put forward by Mr. Beames that the power of the court to award costs was conferred by 17 Rich. 2, c. 6, enacting that "forasmuch as people be compelled to come before the King's Council, or in Chancery by writs grounded upon untrue suggestions, the Chancellor for the time being, presently after such suggestions be duly found and proved untrue, shall have power to ordain and award damages, according to his discretion, to him which is so troubled unduly, as afore is said." If the word damages here is taken to include costs, yet there is no ground for an award till after the hearing of the cause, and the Court of Chancery has never been thus restricted. Lord Hardwicke, C., pointed out how it differed in this respect from the common law courts, where they do not from time to time direct costs, but wait

for a final judgment. In the case before him, *Jones v. Cozeter* (2 Atk. 400), he laid it down that the giving of costs in equity was entirely discretionary, and there he directed them to be taxed and paid to the plaintiff before decree, upon the suggestion that otherwise she would not be able to go on with the cause. In *Corporation of Burford v. Lenthall* (2 Atk. 552), the same judge referred the matter still more clearly to the inherent authority of the court, saying that courts of equity have at all times dealt with costs "not from any authority" (i.e., statutory or delegated), "but from conscience and *arbitrio boni viri* as to the satisfaction on one side or other on account of vexation."

Referring to the terms in which costs are mentioned in the General Orders for the Court of Chancery in the seventeenth century, the Court of Appeal found that they had no fixed measure, but that the varying expressions which are used shew that the court exercised a continual discretion in the matter. Examples of these are the following:—"Good costs," "very good costs," "utmost costs to be assessed by the court," "double costs," "such costs as the court shall think reasonable," "such costs as their lordships shall think fit to inflict." These expressions shew that Lord Hardwicke was right in referring the whole matter to the discretion of the court; and, fortified by them, the Court of Appeal went on to examine the cases in which such discretion has been actually used. As we have already remarked, an attempt has been made to confine these to cases of trustees, or of improper conduct, such as the making of unfounded charges of fraud or the introduction of scandalous matter. But upon going back to the last century, it is evident that a broader view was then taken, and the reasons which weighed with the court can hardly be confined within hard-and-fast rules. Thus, in charity cases, it is frequently necessary to have the heir present, and, if he proves his title, and makes no improper point, he must be completely indemnified—that is, he must receive solicitor and client costs: *Attorney-General v. Haberdashers' Co.* (4 Bro. C. C. 178); *Currie v. Pye* (17 Ves. 462). The reason is equally strong in favour of a person who is made a party in his public capacity; and so, in *Edenborough v. Archbishop of Canterbury* (2 Russ. 93), Lord Eldon, C., awarded such costs to the Archbishop, the action being with reference to the induction of a particular parson. Again, in *Ex parte Thorp* (1 Ves. jun. 394) and *Dungey v. Angove* (2 Ves. jun. 304), the court proceeded upon the fraudulent or collusive conduct of the parties.

From these cases it is clear that the reasons which have influenced the court in awarding the costs in question have been very various, although Malins, V.C., in *Turner v. Collins* (12 Eq. 438) decided that he could not award them merely on the ground of the litigation being unjustifiable. Instances, however, in which they have been granted on the ground of scandalous matter being introduced, or scandalous charges made, are numerous, such as *Ex parte Simpson* (15 Ves. 476), *Forester v. Rend* (19 W. R. 114, 6 Ch. 40), and *Kewan v. Crauford* (6 Ch. D. 29). Of special interest, too, is a case where it was at first held that trustees are entitled to solicitor and client costs as against parties for whom they are not trustees. In *Saunders v. Saunders* (5 W. R. 479), indeed, Kindersley, V.C., declined to grant these, on the ground that there was no fund out of which they could be paid, but a contrary view was taken by Malins, V.C., in *Turner v. Collins* (*supra*), where he relied upon Lord Eldon's judgment in *Edenborough v. Archbishop of Canterbury* (*supra*). But Lord Hatherley, C., on appeal, declined to follow this, and expressed his surprise that trustees' costs should thus be given against the opposite party *in piam* (20 W. R. 305). The present case is somewhat similar, as the defendants to whom the costs were given were trustees, and it was desired to save intact the small sum, a collection in a church, which had caused the litigation. It does not seem, however, that *Turner v. Collins* was considered by the Court of Appeal, and Lord Hatherley's opinion was, therefore, not discussed. It is as well, indeed, that they went upon the broader principle of the general jurisdiction of the court, because it is really immaterial with regard to the losing party that the other happens to be a trustee. If the awarding of costs as between solicitor and client is purely within its discretion, it is proper, of course, that this discretion should be exercised according to certain rules; at the same time it is well to be reminded occasionally that the rules serve as guides only, and do not exclude the more general jurisdiction whose

ordinary exercise they are meant to point out. It would not be safe to predict that successful litigants will be likely to get more of their costs than they do at present, but at any rate it will in future be possible for a judge more freely to express his sense of the impropriety of litigation by punishing it with solicitor and client costs, or at least by this means to save harmless successful litigants and the estates they protect.

REVIEWS.

COVENANTS FOR TITLE.

A PRACTICAL TREATISE ON THE LAW OF COVENANTS FOR TITLE. By WILLIAM HENRY RAWLE, LL.D. FIFTH EDITION, Revised and Enlarged. Boston: Little, Brown, & Co.

A CONCISE TREATISE ON THE LAW OF COVENANTS. By G. BALDWIN HAMILTON, B.A., Barrister-at-Law. Stevens & Sons.

The right of a purchaser to receive covenants for title from his vendor is equally established in England and America, but the practical importance of this right is very different in the two countries. In England an action on the covenants is a rarity, but in America, as Dr. Rawle observes, the reports are "proportionately as full of cases upon the subject of covenants for title as the Year Books were with cases upon the subject of warranty." The reason for this is not far to seek. The thoroughness with which titles are examined in England ensures to a purchaser, as a rule, the validity of his conveyance; in America, on the other hand, transfers of land take place both more frequently and with less examination of title, and there is, consequently, a greater tendency to rely for protection upon the covenants. Moreover, an effect has been given to some of them, in their operation by way of estoppel, which is altogether denied to them in England. These considerations, as well as the abundant diversity of the law in the different States of the Union, account for the fulness with which Dr. Rawle has treated the subject of his work, and also for the interest which he has imparted to it. It will be impossible within our present limits to treat the book in the manner it deserves, but it may be useful to point out the chief differences which exist in the law on either side of the Atlantic.

In America the covenant for seisin, which has disappeared from English conveyances, is still in use, and this, as well as the covenant for good right to convey, has in some of the States had a curious construction given to it. Although it is a covenant for title, as opposed to possession, it does not require, unless expressly so stated, "that the grantor should have an indefeasible estate, and is not broken if an actual seisin, no matter how tortious, provided it be under colour of title, is given to the purchaser." This is the law in Massachusetts and other States, although it is repudiated elsewhere. An ingenious reason is found for it by Dr. Rawle in the suggestion that it depended on the operation of the champerty laws. The conveyance of a title only, another party being in adverse possession, is void under these, and it is supposed that the covenants for seisin, and for good right to convey, were meant to be assurances to the purchaser that there was no such adverse possession of the land as would bring him within the penalties of champerty.

Interesting, too, is the covenant of warranty which is almost unknown in England, but in America seems to be universal. Its operative words are "warrant and for ever defend," and it is simply the old real warranty turned into a personal covenant. It is practically a covenant for quiet enjoyment, but a special efficacy has been attributed to it owing to its assumed connection with the ancient warranty. In relation to this Dr. Rawle, in his first chapter, deals very clearly with the old law of lineal and collateral warranty. More especially its operation has been extended by the doctrine of constructive eviction, according to which the covenant is broken if the purchaser subsequently finds himself obliged to buy in a paramount title. This would make it practically equivalent to a covenant for title were not the restriction imposed that such title must have been hostilely asserted.

A curious divergence of doctrine has arisen, too, in relation to the effect of the covenants. In America those for seisin, for right to convey, and perhaps against incumbrances, are covenants *in presentia*—i.e., if broken at all they are broken as soon as made—and the right of action on them passes to the personal representatives of the covenantor, not to his heir or to the assignees of the land. This effect has been avoided in England by the doctrine of "continuing breach," though Dr. Rawle points out that this was not approved in *Spoor v. Green* (L. R. 9 Ex. 99). At the same time the practical convenience of the English rule is shewn in the American tendency to introduce it by legislation.

We must also notice the effect given in America to some of the covenants, especially that of warranty, in allowing them to operate by way of estoppel; and this in such a way as to cause any after-

acquired estate of the vendor, the conveyance of the previous one having failed through defect of title, to pass at once to the purchaser by direct operation of law. Where a system of registry is in force this doctrine may have a curious effect. Thus a purchaser, who has searched against his vendor from the time when he acquired the estate, and has found no conveyance on the register, may yet discover, when too late, that the estate has been taken out of the vendor by the estoppel arising from some previous conveyance originally not affecting the land in question at all. Nevertheless this encroachment on the Registry Acts has been sanctioned by the courts. These remarks will shew the abundant interest which Dr. Rawle's work has for all who are interested in the niceties of real property law, and those who may have recourse to it will see for themselves the industry, and accuracy, and clearness of argument which are its chief characteristics.

Mr. Hamilton's book is of a very different nature. The subject is wider and its mode of treatment much slighter. So far as it goes, however, it furnishes a trustworthy statement of the law, and it will doubtless be found useful for immediate reference. In particular the chapter on covenants running with the land gives a good summary of that somewhat difficult subject, and the cases that have decided that the burden of a covenant does not run with the land at law, and only in equity when there is notice of it, and it is restrictive in its nature, are clearly set out.

METROPOLIS LOCAL MANAGEMENT ACTS.

THE METROPOLIS LOCAL MANAGEMENT ACTS, TO WHICH IS ADDED AN APPENDIX CONTAINING OTHER STATUTES RELATING TO THE POWERS AND DUTIES OF THE METROPOLITAN BOARD OF WORKS, VESTRIES AND DISTRICT BOARDS OF THE METROPOLIS. By the late EDMUND HUMPHREY WOOLRYCH, Esq. THIRD EDITION. By LIONEL GOODRICH, Barrister-at-Law. Shaw & Sons.

The Metropolitan Board of Works is threatened with extinction by the Local Government Bill, and a Royal Commission is now engaged upon an inquiry into its working, and upon (as the Legislature puts it in the Metropolitan Board Commission Act, 1888, 51 Vict. c. 6) "the irregularities which are alleged to have taken place in connection therewith." Nothing daunted by these gathering clouds, Mr. Goodrich bravely comes forward with a third edition of Mr. Woolrych's well-known book, taking occasion to point out that the vestries and district boards are not affected by the proposed changes, and will remain, as heretofore, the executive bodies within their respective areas, but politely ignoring the commission.

As far as the case law is concerned, we think the book (of which the second edition appeared in 1880) very well done. Here and there (see, for instance, at sections 96 and 105 of the principal Act) the notes fill too great a space in proportion to the sections annotated, and in these cases it would have been well to relegate the greater portion of them to another part of the book, but there is no diffuseness to complain of, and the cases upon enactments *in pari materia* are very properly set out. It was, of course, only possible to give a portion of the decisions upon the Lands Clauses Act, and we think the better course would have been to omit them altogether, especially as the Act itself is—quite properly—omitted.

As to the statute law, we think it a little unfortunate that the Acts (which are not printed in chronological order) have not been more markedly grouped under parts, and we doubt the advantage of printing the Tramways Act, the Explosives Act (which occupies sixty pages), the Petroleum Acts, and the Adulteration Acts, simply because the authorities under the principal Acts are the local authorities to carry out those Acts. At the same time we miss the bye-laws and regulations which the Metropolitan Board of Works and other authorities are empowered to make under the principal Acts—as, for instance, the regulations—of great importance at the present time—which may be made under section 12 of the Act of 1878 with respect to the protection of theatres from fire. In a book of this kind it is, we think, essential that an editor should set out all bye-laws and regulations, if any, and, if there are none, state that none have been made. We hope to see the omission repaired in a future edition. The index is very good and clearly printed, and all the current reports are referred to in the text.

THE COUNTY ELECTORS ACT, 1888.

THE COUNTY ELECTORS ACT, 1888: WITH NOTES ON THE CHANGES MADE IN THE LAW OF PARLIAMENTARY AND MUNICIPAL REGISTRATION FOR THE PURPOSE OF FORMING A REGISTER OF PERSONS QUALIFIED TO VOTE AT ELECTIONS OF COUNTY AND DISTRICT COUNCILLORS, AND A CALENDAR OF OPERATIONS FOR THE CURRENT YEAR. BEING A PRACTICAL GUIDE TO ALL CONCERNED IN THE REGISTRATION OF PARLIAMENTARY AND LOCAL GOVERNMENT VOTERS. By S. G. LUSHINGTON, M.A., B.C.L., Barrister-at-Law. Shaw & Sons.

This little long-titled work is an edition of the Act, with full

inter-sectional notes, followed in an appendix by a reprint of the Act itself and by a "supplemental precept," with an editorial note thereon. The effect of part of the Local Government Bill and even of some of "the private amendments" proposed, is given in one of the inter-sectional notes—a very confusing place for such information. The editor's industry has been much better employed in making a list of the incorporated "Registration of Electors Acts," which, after counting twice, we find to amount to thirty-three in number, including (*mirabile dicta*) the Vaccination Act of 1867! There are some sensible remarks on practical points, and the "Calendar of Operations" will be found useful. It is a pity that occasion should not have been taken to supply the lengthy sections (such as section 4) of the principal Act with extra marginal notes, and the full additional references to the current reports which are given in the table of cases would have found a better place in the text.

CORRESPONDENCE.

THE COUNCIL OF THE INCORPORATED LAW SOCIETY.

[To the Editor of the Solicitors' Journal.]

Sir,—The letter of Mr. Arthur Barlow, the secretary to the Nottingham Incorporated Law Society, in your issue of last week, appears likely to lead to some confusion respecting the candidature of Mr. Wing for election to the Council of the Incorporated Law Society of the United Kingdom; and I desire your leave therefore to state that when, on Mr. Bateson Wood's death, Mr. Cooper of this city and Mr. Wing were nominated for election to the vacancy on the Council, an attempt was made by a deputation from the Nottingham Society to induce the Manchester Association to promise that, if Mr. Wing withdrew in favour of Mr. Cooper, the Association would, upon any further vacancy, support, so far as it could, the candidature of Mr. Wing. The answer given to the deputation was the following resolution:—"That this meeting is of opinion that it is inexpedient to give a pledge now for a specific line of conduct on a future vacancy."

Whatever therefore was the understanding upon which Mr. Wing withdrew, the Manchester Association were no party to it. Mr. Cooper is nominated for re-election at the ensuing annual meeting, and will receive the full support of this association.

FRANCIS HAMPSON,

President Manchester Incorporated Law Association.

7, St. James's-square, Manchester, June 11.

THE REMUNERATION ORDER.

[To the Editor of the Solicitors' Journal.]

Sir,—I should be much obliged if you or some of your readers would kindly answer the following questions, giving the reasons for such answers.

A lessor grants the usual building agreement; the rent, after the "peppercorn period" has expired, to be £20 per annum. The builder, having completed the house, agrees to sell it for £2,000, and calls upon the lessor to grant a lease thereof. The lease is prepared by the lessor's solicitors, and they send into the lessee their bill of costs. Should the amount of the latter be £8 or £33? And what should be the remuneration of the lessee's solicitors?

BEVERLEY.

[Will our correspondent tell us on what ground it is suggested that the scale fee should be £33?—ED. S. J.]

COUNTY COURTS.

[To the Editor of the Solicitors' Journal.]

Sir,—As you did me the honour to reproduce last week the salient points of my contribution to the *Times* correspondence, will you let me say a word on the difference of opinion expressed as to order 14 of the High Court being made applicable to the county court? I myself can see no sort of reason why such process should not be adopted as to all "default" summonses over £10 (which was the limit recommended by the Law Society's Members' Committee), and it would be an advantage if the profession, through the legal press, would give their views on this knotty point.

FRANCIS K. MUNTON.

95a, Queen Victoria-street, June 13.

In moving the second reading of the Quarter Sessions Bill the Lord Chancellor explained that its object was to give justices at quarter sessions a wider discretion in regard to the periods when sessions for gaol delivery should be held. The measure would enable them to fix such dates for the holding of quarter sessions as would make it possible for them always to clear the gaols of the cases popularly called quarter sessions cases before the assizes.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

ORDER OF COURT.

Thursday, June 14, 1888.

WHEREAS, from the present state of the business before Mr. Justice Kay, Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich respectively, it is expedient that a portion of the causes assigned to Mr. Justice Kay, Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling should for the purpose only of hearing or of trial be transferred to Mr. Justice Kekewich; Now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto be accordingly transferred from the said Mr. Justice Kay, Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling to Mr. Justice Kekewich, for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

HALSBURY, C.

[The following is a list of the transferred actions arranged in the order in which they will be heard.]

TRANSFERRED BY ORDER DATED 14TH JUNE, 1888.

		1887
Stirling, J.	Re the Apollinaris Co.'s Trade-Marks 6356, 6357, and 9026, &c.	19 November
North, J.	Brown v Teasdale	28 "
"	Tudball v Medlicott	29 "
"	Coulson v Pettiver, Vine v Pettiver	2 December
Stirling, J.	Batty v Cail	2 "
North, J.	Goodden v Coles	3 "
"	Barber v Weaver	3 "
"	Brodie v Paine	6 "
"	Anthony v Courtney	7 "
"	Re J. Jones, Evans v Evans	9 "
"	O'Dwyer v Earl of Breadalbane	10 "
"	Whipple v Lindsay	13 "
Kay, J.	Re Trade-Marks 2076 and 4122 of Apollinaris Co.	14 "
"	Re Same 6356 and 6357	14 "
"	Re Same 45096 and 45097, &c.	14 "
"	Re Same 48933, &c., &c.	14 "
"	Re Same 44218, 44219, and 44220, &c.	14 "
"	Re Same 45591, &c., &c.	14 "
"	Re Same 45590, &c., &c.	14 "
"	Re Same 45699 and 45700, &c.	14 "
"	Re Same 45589, &c.	14 "
"	Re Same 4935, &c.	14 "
"	Blank v Footman & Co.	16 "
"	Pyatt v Parsons	17 "
"	Raper v Kennett	17 "
"	Fanshawe v London and Provincial Dairy Co.	20 "
North, J.	Re Elam, Buskton v Elam	22 "
"	Lee v Soames	22 "
"	Taaffe v Ford	22 "
Kay, J.	Fletcher v London, Chatham, and Dover Railway Co.	29 "
"	Williams v Pawson & Co. (Limited)	29 "
		1888
North, J.	Clarke v Harris	3 January
"	Baker v Love	4 "
"	Winter v Gashion	4 "
Stirling, J.	Re Cutcliffe, Cutcliffe v Harding	4 "
Kay, J.	Tyars v Alsop, Mann, & Co.	5 "
Stirling, J.	Van Praagh v Brotherton	5 "
"	Arnison v Smith	7 "
Kay, J.	Zuccani v Nacupai Gold Mining Co. (Limited)	9 "
"	Roach v Kemp	11 "
North, J.	Tozer v Buxton	11 "
Kay, J.	Hughes v Jones	12 "
North, J.	Hicks v Pethick	13 "
Stirling, J.	Gent v Williams	14 "
"	Jenkins v Jackson	16 "
Kay, J.	Greene v Greene	17 "
North, J.	Prior v Tucker	17 "
"	Lilburn v Powell	17 "
"	Re W. B. Smith, Milnes Burnell v Bagsshawe	18 "
Stirling, J.	Beken v Martyn	18 "
North, J.	Geoghegan v Geoghegan	19 "
Stirling, J.	Lowther v Heaver	19 "
"	Lowe v Bell	19 "
Kay, J.	Baker v Sharp	21 "
"	Baker v Underwood	21 "
North, J.	Howard and Others v Hill and Others	21 "
"	Frere v Knoblanck	23 "
Stirling, J.	Howland v Pike	23 "
Kay, J.	Re Coulson, Coulson v Taylor	24 "
"	Lewis v Biggs, Biggs v Lewis	24 "
"	Trott v Wethered	24 "

Stirling, J.	Bateman v Bateman	24 January
Kay, J.	Westacott v Florence	25 "
Stirling, J.	Goddard v Johnstone	25 "
"	Humphries & Co. v Taylor Drug Co.	26 "
North, J.	Tinkler v Aylesbury Dairy Co.	27 "
Stirling, J.	East and West India Dock Co. v Handley	27 "
"	Cartwright v Mytton	30 "
North, J.	John v Bennets	1 February
Stirling, J.	Williamson v Richnell	1 "
North, J.	Re F. West Cooke v King	2 "
Kay, J.	Ainsworth v Fergusson	2 "
Stirling, J.	Re Burberry, Rowe v Wortley	2 "
"	Jay v Ladler	2 "
North, J.	Flower v Deacon	3 "
Stirling, J.	Todd v Parr	3 "
Kay, J.	Coaks v Thompson	4 "
North, J.	Batty v Carnochan	10 "
Stirling, J.	Beasley v Tempest	13 "
"	Wetherall v Hart and Another	14 "
"	Houlditch v Elborough & Co.	16 "
"	Osmond v Osmond	18 "
"	Commings v Sampson	18 "
"	Smith v Crane	18 "
"	Nicholl v Eberhardt & Co.	18 "
"	Griffin v Guardian Fire, &c., Assurance Co.	21 "
"	Williams v Lander	21 "
North, J.	Re Merricks, Merricks v Merricks	23 "
Stirling, J.	Thompson v Batty	24 "
North, J.	Billington v Ward	25 "
"	Bales v Fenwick	28 "
Chitty, J.	Mainwaring v Mid-Lincolnshire Insurance Co.	1 March
"	Brown v Farebrother	2 "
North, J.	Re S. Rowe, Jacobs v Hind	2 "
"	Leyton v Florence	3 "
Chitty, J.	Johnson and Another v Evans and Another	5 "
"	Stansfield v Vint	5 "
North, J.	Ketley v Porter	5 "
Chitty, J.	Lawton & Sons v Smith	6 "
North, J.	Oatway v Hockway	7 "
Chitty, J.	Porter v May	8 "
North, J.	Re Deane, Bridger v Deane	9 "
"	Principal Secretary of State for War Department v Trevor	10 "
"	Gilling v Cooper	10 "
"	Re Thomas, Wildish v Fowler	12 "
"	Re T. Carter, Cartwright v Carter	12 "
Chitty, J.	Simes v Smith	13 "
"	Sloman v Sloman	13 "
"	Re B. Weall, Andrews v Weall	14 "
"	Moore v Baxter	15 "
"	Bacon v Burton	19 "
"	Hazeldine v Linklater	20 "
"	Hancock v Prowse	23 "
"	Automatic Weighing Machine Co. v Combined Weighing, &c., Machine Co. (Limited)	27 "
"	Vulcan Match, &c., Co. v Batt & Co.	4 April
"	Automatic Weighing Machine Co. v Knight	4 "
"	Elworthy v Harvey	4 "
"	Kay v Cannell	10 "
"	Huggins v Burchell	11 "
"	Northey v Paxton	13 "
"	Collins v Worley	14 "
"	Hoblyn v Hoblyn	16 "
"	Russell v Martin	16 "
"	Luff v Hale	17 "
"	Bedwell v Perry	20 "
"	Edward v Hunter	20 "
"	Juler v Strong	21 "
"	Tilden v Parker	23 "
"	Pritchard v Westley	25 "
"	Simms v Lugg	28 "

The result of the election of members to serve on the Bar Committee, held in the week ending on Saturday last, was as follows:—Sir Horace Davey, Q.C., Mr. R. B. Finlay, Q.C., M.P., Mr. G. Pitt-Lewis, Q.C., M.P., Mr. E. Cutler, Q.C., Mr. W. C. Renshaw, Q.C., Mr. E. W. Byrne, Q.C., Mr. S. Hall, Q.C., and Messrs. H. F. Boyd, F. Evans, G. Farwell, H. Jeffreys, M. Ingle Joyce, W. W. Knox, R. H. Pinhey, D. Sturges, and E. P. Wolstenholme.

A correspondent says: "In a case where a county court judge has refused to take notes himself, and had so compelled the parties to supply a shorthand reporter at their own expense, Mr. Justice Stephen delivered himself of the following dictum:—'In my opinion the parties might well have declined to go on with the case under such circumstances, and might have at once applied for a *mandamus*, or in some other form (I cannot say judicially at this moment if a *mandamus* would be the proper form), to compel the judge to do his duty by taking notes. It cannot be right for an individual judge to save himself from the trouble of taking notes at the expense of other persons, and steps ought in such cases to be taken to enforce such a clear duty.'"

CASES OF THE WEEK.

COURT OF APPEAL.

LOCKHART v. MAYOR AND CORPORATION OF ST. ALBANS—No. 1, 12th June.

JUSTICES—PRACTICE—SUMMARY JURISDICTION ACT, 1879 (42 & 43 VICT. C. 49), s. 33.

This was an appeal from the decision of a divisional court (Stephen and A. L. Smith, JJ.). On the 17th of March, 1887, the plaintiff was ordered by the justices sitting in petty sessions at St. Albans to pay a certain sum, being part of the cost incurred by the defendants in paving a road adjoining his premises. His counsel at once announced his intention of applying for a case, which the justices agreed to grant. On the 23rd of March the plaintiff's solicitor served the clerk to the justices with an application in writing for a case, but applications were not served upon each of the justices present at the hearing. The justices stated a case, but upon the matter coming before the Divisional Court, counsel for the defendants took the objection that rule 18 of the Summary Jurisdiction Rules, 1886, had not been complied with. The rule requires that "an application to a court of summary jurisdiction under section 33 of the Summary Jurisdiction Act, 1879, to state a special case, shall be made in writing, and a copy left with the clerk of the court." The Divisional Court held themselves bound by the decision in *South Staffordshire Waterworks Co. v. Stone* (19 Q. B. D. 168), and declined to hear the case. The plaintiff appealed, and

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.JJ.) affirmed the decision of the Divisional Court, and dismissed the appeal. Lord ESHER, M.R., said that the only question was whether the Divisional Court had jurisdiction to hear the case. The appeal by special case was given by section 33 of the Summary Jurisdiction Act, 1879, and must be made under the provisions prescribed by the rules, which were, therefore, written into the Act. The particular rule in question said that the application must be in writing, and a copy of it left with the clerk. That implied that the original application must be to the justices who heard the case. That which was directed to be done must be done in order to give the court jurisdiction; it was not a mere direction, but a condition precedent to enable the court to hear the appeal. The *South Staffordshire* case was rightly decided, and it governed the present case. The conditions required by the rule had not been complied with, and, therefore, the court had no jurisdiction to entertain the appeal. LOPES and LINDLEY, L.JJ., concurred.—COUNSEL, J. P. Grain and Reginald Kemp; Lumley Smith, Q.C., and Richard Muir. SOLICITORS, Lovell, Son, & Pitfield, for Lockhart, Luton; G. C. Annesley.

BUTLER v. MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY CO.—No. 1, 12th June.

RAILWAY COMPANY—POWER TO EJECT PASSENGER WHO HAS LOST TICKET.

This was an appeal from a decision of Manisty, J. The plaintiff took a return ticket by an excursion train on the defendants' line from Sheffield to Manchester at the reduced rate of 2s. 6d. He gave up half his ticket at Manchester, but on the return journey, when asked for his ticket at the ticket station for Sheffield, he discovered that he had lost it. He offered to pay the full fare of 2s. 6d., and tendered his name and address, but the officials demanded the ordinary fare from Manchester to Sheffield of 3s. 5d., and on his refusing to pay this they ejected him from the carriage, and detained him until he had paid the fare. This action was then brought for assault and false imprisonment, and the jury found that if the defendants were justified in ejecting the plaintiff, they used no more violence than was necessary, but if they were not justified, the jury assessed the damages at £25. Manisty, J., gave judgment for the defendants, and the plaintiff appealed.

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.JJ.) allowed the appeal, and entered judgment for the plaintiff. Lord ESHER, M.R., said that it had been contended that the relation between the defendants and the plaintiff amounted to a licence which was revocable. That was not so. The relation was purely contractual, and the company had simply contracted with the plaintiff to carry him with all reasonable care to his destination in return for the fare which he had paid beforehand. The contract might be subject to certain conditions by reason of the notice to that effect on the back of the ticket, but there was nothing in any of the regulations of the company which authorized them to eject from the carriage a man who did not produce his ticket. It was argued that it was part of the contract that the passenger should produce his ticket when called upon to do so; but, even assuming that to be so, there was no power to eject a person who did not comply. If the passenger broke the contract, the proper remedy was by action, and he must be sued for his fare. The company had, therefore, no defence for the action they took. LINDLEY, L.J., said that the case was one of great importance, and he was not certain that a bye-law could not be framed which would cover the company's conduct and yet not be *ultra vires*. But it was clear that there was no such bye-law in existence. It was urged that the plaintiff was unlawfully upon the premises of the defendants, but that could not be maintained. Even supposing that the contract of carriage involved the production of the ticket when demanded, the plaintiff had only committed a breach for which he was liable to an action. LOPES, L.J., delivered judgment to the same effect.—COUNSEL, Waddy, Q.C., and J. Lawson Walton; Lockwood, Q.C., and Cyril Dodd. SOLICITORS, Hickin & Fox, for Clegg & Sons, Sheffield; Cunliffe & Davenport.

SWAIN v. AYRES AND LUCK—No. 1, 12th June.

LANDLORD AND TENANT—AGREEMENT FOR A LEASE—CONVEYANCING ACT, 1881 (44 & 45 VICT. C. 41), s. 14.

This was an appeal from the decision of Charles, J. (*ante*, p. 94). By an agreement made in 1853, the plaintiff's predecessor in title agreed to let a house to the defendants' predecessor in title for a term of eighty years, and to execute a lease for that term, and it was provided that the lease should contain a covenant to keep the premises in good repair, and a proviso for re-entry for breach of any of the covenants. No lease was executed, but the defendants and their predecessors continued to occupy the house and pay rent down to 1886, when, the house being in bad repair and the rent in arrear, the plaintiff brought this action to recover possession of the premises. The defendants claimed to be entitled to the notice required by section 14 of the Conveyancing Act, 1881, but Charles, J., held that the agreement did not constitute a "lease" within the meaning of that section. The defendants appealed.

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.JJ.) affirmed the decision of Charles, J., and dismissed the appeal. Lord ESHER, M.R., said that it was clear that there was no lease here in the ordinary signification of the term. There was only a tenancy. But the section applied not only to a tangible existing lease, but to what was equivalent to a lease. Where an agreement for a lease was such that the court of equity would have granted specific performance of it, that was treated as equivalent to a lease, and now that law and equity were fused, an agreement for a lease would in such a case be equivalent to a lease. But where the agreement was such that the court would not decree specific performance of it, the case was different. When there was a breach of covenant to repair, the court would not decree specific performance of an agreement for a lease. But it had been urged that the case was altered by the Conveyancing Act, 1881, and that, since that Act required notice to be given where there was a lease, the court would decree specific performance, even although there was a breach of covenant to repair. If it would do so at all, it would only be under circumstances which did not appear in this case. Therefore this was an agreement of which the court would not grant specific performance, and it was not equivalent to a lease, and section 14 did not apply. LINDLEY and LOPES, L.JJ., delivered judgment to the same effect.—COUNSEL, Cowanagh and Moyes; Finlay, Q.C., and Lush Wilson. SOLICITORS, Purser & Cooper; W. Bristol.

ANDREWS v. BARNES—No. 2, 12th June.

PRACTICE—COSTS AS BETWEEN SOLICITOR AND CLIENT—JURISDICTION OF CHANCERY DIVISION.

This was an appeal from a decision of Kay, J. (*ante*, p. 127), the question being whether the Chancery Division of the High Court has a general jurisdiction to give to a successful party costs as between solicitor and client. The action was brought to recover from the defendants, who held the same as trustees, a small charitable fund raised by voluntary contributions, on the ground that a condition on which it had been handed over to the defendants had failed. Kay, J., held that there was no foundation for the action, and that it must be dismissed, with costs. And he gave the defendants costs as between solicitor and client, on the ground that the fund ought not to be diminished by the defendants retaining out of it, as they would be entitled to do, the difference between their party and party costs and their costs as between solicitor and client. The plaintiffs appealed, on the ground that in such a case there was no jurisdiction to give costs as between solicitor and client.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) affirmed the decision. FRY, L.J., who delivered the judgment of the court, said—The only question raised is whether Kay, J., had any jurisdiction to make this order. The suit, relating to the custody and possession of a trust fund, is clearly one which would have been proper and peculiar to the Court of Chancery when that court existed, and the question, therefore, is whether that court had jurisdiction to make such an order in such a case. The jurisdiction of the Lord Chancellor in costs was essentially different to that at common law. "The giving of costs in equity," said Lord Hardwicke in *Jones v. Coxeter* (2 Atk. 400), "is entirely discretionary, and is not at all conformable to the rule of law." "Courts of equity," said the same great judge in another case, "have in all cases done it"—i.e., dealt with costs—"not from any authority"—i.e., as we understand, from any statutory or delegated authority—"but from conscience and *arbitrio boni viri*, as to the satisfaction on one side or other on account of vexation" (*Corporation of Burford v. Lenthall*, 2 Atk. 552). An examination of the older general orders of the court, made, not under any statutory authority, but from the general and inherent authority of the Lord Chancellor, will show that the court exercised a most wise discretion, not only as to the circumstances under which costs were to be awarded, but apparently as to the measure and fulness of the costs. The general orders will be found to use very varied language expressing different measures of estimation. We have references not only to "costs and ordinary costs" (Order of November 17, 1635), but to "full costs" (Order of August 22, 1654); "full costs and charges in travel, attendance, and otherwise" (*ibid.*); "good costs" (Orders of January 14, 1617–18, and November 17, 1635); "very good costs" (Orders of November 17, 1631, and November 25, 1658); "utmost costs to be assessed by the court" (Order of January 29, 1618–19); "utmost cost and charge to be assessed by the court" (Order of April 15, 1596); "double costs" (Order of November 17, 1635); "treble costs and quadruple costs" (Order of January 29, 1618–19). It would be useless to attempt to ascertain the precise value of the expressions used, but they are inconsistent with any notion that the court was confined to one measure of costs. The same control over the amount of costs is shown by the language frequent in

such orders, which asserts the full discretion of the court in this matter. "Such costs as the court shall think reasonable" (Order of October 29, 1683) and "such costs as their lordships shall think fit to inflict" (Order of October 29, 1692) are instances of numerous like expressions. Again, the makers of these orders exercised a right to fix arbitrarily the amount of costs to be paid in particular cases; thus in 1669 (Order of February 12, 1669-70) 10s. was fixed as the costs to be paid for every frivolous exception to a master's report, which sum, in 1689 (Order of January 17, 1689-90), was increased to 20s., and many similar instances may be found. Lastly, in the particular case now before us of the failure of the plaintiff, we find the orders of August 22, 1654, providing that the plaintiff should pay the defendant "his full costs upon a bill of costs to be allowed by the six clerks, or any two of them; and, in case the court upon the hearing shall find the suit to have been vexatious, the court shall give additional costs against a plaintiff, to be pronounced by the court at the hearing, besides the said costs to be taxed upon the bill." The jurisdiction of the Court of Chancery in the matter of costs has been supposed by an eminent writer on the subject, Mr. Beames, to be derived from the recently repealed statute 17 Rich. 2, c. 6, which enacts that "forasmuch as people be compelled to come before the King's Council or in Chancery by writs grounded upon untrue suggestions, that the Chancellor for the time being, presently after such suggestions be duly found and proved untrue, shall have power to ordain and award damages, according to his discretion, to him which is so troubled unduly as afore is said." It may be that costs are included under the word "damages." But it will be observed, as has indeed been long ago pointed out by Coke (4 Inst. 83), that the jurisdiction thus given only arose after proof of the untruth of the allegations, and, therefore, could be exercised only on or after the hearing of the cause. It cannot, therefore, be the foundation of the jurisdiction to award costs in all stages of the suit, and for the insufficiency, as well as the untruth, of the matters alleged. The records of the Court of Chancery during the last century shew that in numerous cases it has exercised the right of giving costs between attorney and client, or, to use the more recent language of the cases, between solicitor and client. Such costs were awarded in *Attorney-General v. Haberghashers' Co.* (4 Bro. C. C. 178) and *Currie v. Pye* (17 Ves. 462), to an heir-at-law made a party to a suit relative to a charity; in *Ex parte Thorpe* (1 Ves. jun. 394) to creditors of a bankrupt who, as petitioners, applied in bankruptcy to set aside a commission fraudulently sued out to clear the bankrupt from his debts; in *Dungey v. Angove* (2 Ves. jun. 304), to a landlord made defendant by a tenant to a bill of interpleader, which had been brought by the tenant in collusion with a stranger; in *Ex parte Simpson* (15 Ves. 476) and numerous other cases on the ground of scandal; in *Edenborough v. Archbishop of Canterbury* (2 Russ. 92) to the Attorney-General, and also to the Archbishop of Canterbury and the Bishop of London, where the plaintiff sought to restrain the induction of a particular person; in *Palmer v. Walesby* (16 W. R. 924, 3 Ch. 732) against the next friend to a person in whose name a bill had been filed by this next friend falsely alleging him to be of unsound mind. In none of the cases which we have consulted has the court stated any limitation of its jurisdiction to award costs as between solicitor and client, though various circumstances have been stated as influencing the discretion of the court—in some cases to vindicate the honour and justice of the court, and in *Palmer v. Walesby* on the ground of the right of the applicant to indemnity, the reason alleged by Kay, J., for awarding them in the present case. The general jurisdiction of the Court of Chancery in this respect is stated with great clearness by the Lords Justices in *Mordue v. Palmer* (19 W. R. 86, 6 Ch. 22). In the course of a chancery suit a reference was made to arbitration, with an order that the costs should be in the determination of the arbitrator. He awarded them as between solicitor and client, and the Court of Appeal held that, as the reference was in chancery, the arbitrator had power so to do. "The common law courts," said Mellish, L.J., "have no power to give costs as between solicitor and client, and therefore, when there is a reference, the arbitrator cannot give any other than costs between party and party. But it is otherwise with courts of equity; and I therefore think that when a reference as to costs is made by a court of equity, the court gives the arbitrator jurisdiction to award costs as between solicitor and client if he shall think fit." It was argued that in *Cockburn v. Edwards* (18 Ch. D. 449, 25 SOLICITORS' JOURNAL, 756) a different view was taken by the Court of Appeal, but the point then only rose indirectly, and it does not appear to have been argued. If, therefore, there is any discrepancy between this case and *Mordue v. Palmer* we think that the decision in the latter case must prevail, not only as more express, but as being in accordance with the earlier authorities. From this consideration of the earlier authorities we conclude that there was inherent in the Court of Chancery at the time of its abolition a general and discretionary power to award costs as between solicitor and client to a successful party, as and when the justice of the case might so require, and that Kay, J., therefore, had jurisdiction to make the order which he pronounced, and, consequently, that this appeal fails. As the nature of the suit was one of equitable jurisdiction, the question whether the judges of the High Court have any power to award costs as between solicitor and client in matters of common law jurisdiction does not arise, and on it we express no opinion.—COUNSEL, *Renshaw, Q.C., and Swinfen Eady; Marten, Q.C., and Worthington. SOLICITORS, T. Blair; G. M. Jamieson.*

Re DARLING—No. 2, 11th June.

LUNATIC—ALLOWANCES TO NEXT OF KIN.

This was a petition in lunacy, asking for the sanction of the court to some allowances out of the lunatic's property to some of his relations. The lunatic was eighty years of age. His income, after providing for his maintenance, for which £800 was allowed, left a considerable surplus.

The persons who, if he were now dead, would be his next of kin according to statute were eight first cousins. It was proposed to apply out of that surplus in weekly payments to five of the cousins, who were in indigent circumstances, sums amounting to £312 a year. There was evidence that the lunatic himself, when of sane mind, had made some small annual allowances to some of these relations.

THE COURT (COTTON, BOWEN, and FRY, L.J.J.) refused the application. COTTON, L.J., did not think it right that these allowances should be made. It was the duty of the court to administer the property of the lunatic for his benefit, and not for the purpose of making charitable gifts to deserving objects. There were, no doubt, cases in which the court would make allowances out of a lunatic's property to his relations. Allowances were made to persons who had legal claims, such as a wife and children; to persons who had a moral claim; and the court made allowances in cases in which the lunatic had himself recognized the claim. Here the payments made by the lunatic would be continued. Beyond that these persons had neither legal nor moral claim. The cases where the court had made allowances to heirs of lunatics stood on a different ground, for those allowances were made for the benefit of the lunatic, the owner of the property. Upon the owners of such property certain duties devolved, and it was for the interest of a proprietor that his successor should be educated and maintained in such a way as to enable him when he came into the estate properly to perform his duties. In his lordship's opinion it would be entirely against the principles on which the court acted to make the allowances asked to persons who happened to be the lunatic's next of kin if he were at once to die. *Re Croft* (32 L. J. Ch. 481) shewed the danger of such a course. The circumstances of the case could not be completely detailed by the reporter. The court could not now know them; but there was sufficient in the report to shew that there were special circumstances in that case, which did not exist in the present case, to induce the court to make allowances to one of two first cousins, the nearest relations of the lunatic. But there the court had expressly said that the case was not to be made a precedent. BOWEN and FRY, L.J.J., concurred.—COUNSEL, *Edward Ford; Decimus Sturges. SOLICITORS, Vincent & Vincent; J. W. Sykes.*

Re MOORE, TRAFFORD v. MACONOCHE—No. 2, 8th June.

WILL—CONSTRUCTION—ILLEGAL LIMITATION—SEPARABLE VOID CONDITION—GIFT TO A WOMAN "SO LONG AS SHE MAY LIVE APART FROM HER HUSBAND."

This was an appeal from a decision of Kay, J. (*ante*, p. 108), the question being as to the effect of a bequest of a weekly payment to a married woman so long as she might live apart from her husband. The testator, by his will, gave to a trustee all his property, upon trust, after payment of debts, "to pay to my sister Mary Maconochie, during such time as she may live apart from her husband before my son attains the age of twenty-one years, the sum of £2 10s. per week for her maintenance, while so living apart from her husband," and upon trust, as to one moiety of the trust estate, to pay the same to his said son on his attaining twenty-one, and, as to the other moiety, to pay the same to him on his attaining twenty-five. The will contained a residuary gift. At the date of the will, and at the date of the testator's death, Mary Maconochie had been married for some years, and had never lived apart from her husband, as the testator was aware, but it appeared that he had taken a dislike to the husband. The testator's son was still under age. The question was whether the gift to Mrs. Maconochie was wholly void as being against the policy of the law, as made with the object of separating or as tending to effect the separation of husband and wife; or whether there was a good gift coupled with a void condition which could be rejected without destroying the gift itself. Kay, J., held that there was no condition imposed, either precedent or subsequent; that living apart from the husband was of the essence of the gift, so far as it was one measure of the duration of the gift, and was a limitation and not a condition, and that the limitation was illegal and void.

THE COURT (COTTON, BOWEN, and FRY, L.J.J.) affirmed the decision, substantially on the same ground.—COUNSEL, *Marten, Q.C., and Whitehouse; Ince, Q.C., and Methold; G. Williamson. SOLICITORS, Brownlow & Howe; Emmet, Son, & Stubbs; Williamson, Hill, & Co.*

IN THE MATTER OF THE BOMBAY CIVIL FUND ACT, 1882—No. 2, 6th June.

BOMBAY CIVIL FUND ACT, 1882, s. 5—APPLICATION FOR DIRECTIONS AS TO MODE OF PROCEDURE—SERVICE ON SECRETARY OF STATE FOR INDIA.

This was an application (apparently the first of the kind) under section 5 of the above Act, for the directions of the court as to the mode of proceeding in an intended application against the Secretary of State for India in relation to a claim against the above fund. By the Act the fund, which was established for the benefit of Civil servants in Bombay and their widows and children, was transferred to the Secretary of State for India in Council. Section 5 provides that "in case any question shall arise between any subscriber and the Secretary of State in Council as to any liability or alleged liability of the fund, such question shall be determined by her Majesty's Court of Appeal in such manner as may be provided by any general orders, or as the said court may on special application think fit to prescribe, anything in the Statute of Limitations to the contrary notwithstanding." No general orders have been made under section 5. The application was made *ex parte*.

THE COURT (COTTON, BOWEN, and FRY, L.J.J.) held that the Secretary of State ought to be served with notice of the application, and that the notice ought to shew the nature of the claim which it was intended to raise.—COUNSEL, *Macnaghten. SOLICITORS, Rowcliffe, Rawle, & Co.*

Re BEYFUS AND MASTERS—No. 2, 8th June.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—CONTRACT FOR SALE OF LEASE—TITLE SHOWN TO UNDERLEASE—CONDITIONS OF SALE.

This was an appeal against an order made by Kay, J., the question being whether, under an agreement for the sale of a lease, the purchaser could be compelled to accept an underlease. The property was put up for sale by auction. The particulars of sale described it as "held for ninety years from the 24th of June, 1844," whereas the vendor had, in fact, a derivative term of ninety years from the 24th of June, 1844, less the last two days thereof. The 5th condition of sale stated that "the property is sold subject to existing tenancies and to all rights of way and other easements (if any) affecting the same, and the identity of the property offered for sale with that contained in the muniments of title shall be admitted. The description of the property in the particulars is believed to be correct; but if any error shall be found therein the same shall not annul the sale, nor shall any compensation be allowed the vendor or purchaser in respect thereof." The 8th condition provided that the purchaser should bear the expense of stamping and registering the conveyance; "and, if necessary, of getting in any outstanding estate." The purchaser required that the two days outstanding of the original term should be got in at the vendor's expense. This being refused, the purchaser took out a summons under the Vendor and Purchaser Act, 1874, asking that it might be declared that the vendor had not shewn a good title to the property. The vendor relied on the conditions of sale. Kay, J., decided that the vendor must get in the two days at his expense, and that, in default of his so doing, the contract must be rescinded.

THE COURT (COTTON, BOWEN AND FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that the description of the property as held under a lease, when it was only an underlease was not a proper description. And in his lordship's opinion the 5th condition applied only to the physical characteristics of the property—such as its situation or the like—but it did not apply to such a material misdescription as the present. BOWEN and FRY, L.JJ., concurred. BOWEN, L.J., said that the disapproval which, in *Camberwell and South London Building Society v. Holloway* (13 Ch. D. 754), Jessel, M.R., expressed of the decision of Kindersley, V.C., in *Madeley v. Booth* (2 De. G. & S. 718), was not necessary to the determination of the case then before him, and it must not be considered that *Madeley v. Booth* had been overruled.—COUNSEL, *Whitehorne, Q.C.*, and *Morhead; Eeritt, Q.C.*, and *E. Ford*. SOLICITORS, *Cowland & Chowne; Beyfus & Beyfus*.

HIGH COURT—CHANCERY DIVISION.**Re JUPP, JUPP v. BUCKWELL—Kay J., 14th June.**

HUSBAND AND WIFE—UNITY OF PERSON—GIFT TO HUSBAND AND WIFE AND THIRD PERSON—EFFECT OF MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), ss. 1 (1), 5.

This case raised the question, which was left undecided by the Court of Appeal in *Re March, Mander v. Harris* (32 W. R. 941, 27 Ch. D. 166), whether the effect of the Married Women's Property Act, 1882, is to abolish the rule of law of unity of person between husband and wife so that, under a gift by a will, made after the Married Women's Property Act, to a husband and wife and a third person, the husband and wife each take a third, instead of only a moiety between them. The testator, by his will of the 17th of November, 1887, bequeathed a share of the proceeds of real and personal property "between my sister Mary Buckwell, Daniel Buckwell, her husband, and Harriet Buckwell, her step-sister, in equal parts," and the question was now raised by summons as to how the share was divisible between them. It was argued, on behalf of the husband and wife, that the old rule of construction governing such a gift was based solely on the artificial rule of law that husband and wife were one person; that the effect of the Married Women's Property Act, 1882, ss. 1 (1), 5, was to abolish this rule of law; and that, consequently, the reason for the rule of construction ceased, and reliance was placed on the judgment of Chitty, J., in *Re March, Mander v. Harris* (31 W. R. 885, 24 Ch. D. 222). On behalf of the step-daughter it was contended that the Act was intended to affect only the mode of holding property by husband and wife *inter se*, and not its acquisition by either of them, and that, notwithstanding the Act, a wife had not, for all purposes, become a *feme sole*, see *Re Duke of Somerset* (35 W. R. 273, 34 Ch. D. 465) and *Wennhak v. Morgan* (20 Q. B. D. 635). The authorities shewed that on the construction of the bequest the share was divisible in moieties.

KAY, J., after taking time to consider the case, decided that the old rule remained in force. In his lordship's opinion it would be an extraordinary consequence of the Act to hold that it gave the husband an increased share, not only as between himself and his wife, but against third persons. If it had been the intention of the framers of the Act to alter this rule of construction, he should have expected to find that intention expressed. His construction of the statute was that it only enlarged the wife's capacity to take property "as her separate property." As between her and the grantor she took the same as before the Act, but, as between herself and her husband, what she took was her separate property. His lordship cited with approval the mode of construing the Act adopted by Wills, J., in *Butler v. Butler* (14 Q. B. D. 831), and respectfully differed from the judgment of Chitty, J., in *Re March*, and observed that, although the Court of Appeal had overruled that case, not on this ground, but because there the will was made before the passing of the Married Women's Property Act, and had expressly declined to give any opinion what would be the effect, in this respect, of a will made after this Act, there was a *dictum* of Cotton, L.J., in which he

concurred, that "the Act was not intended to alter any rights except those of the husband and wife *inter se*." In this state of authority he considered himself bound to decide according to his own opinion, that the share was divisible in moieties, the daughter taking one-half, and the husband and wife each one-fourth, the wife's fourth being, according to the Act, her separate property.—COUNSEL, *Hayercraft and Haldinstein*. SOLICITOR, *Henry Souton*, for J. C. Buckwell, Brighton.

Re ALICE KEMP (AN INFANT)—Kay, J., 9th June.

INFANT—MAINTENANCE—ACCUMULATION—GUARDIANS—PROPERTY OF INFANT INVESTED IN HER SOLE NAME—11 GEO. 4 AND 1 WILL. 4, c. 65, s. 32.

A sum of Consols was standing in the sole name of the infant, and it was desired to obtain payment of the dividends to be accumulated for her benefit, as they were not required for her maintenance. The petition asked that the right to receive the dividends might be vested in the trustees of a will under which the property was derived, or, in the alternative, that the trustees and the infant's mother might be appointed her guardians, and the dividends paid to them on their undertaking to apply them for her maintenance and accumulate the surplus. The Bank of England had refused to act upon a suggested order requiring them to accumulate the dividends.

KAY, J., made an order directing payment of the dividends to the trustees to be applied for the benefit of the infant.—COUNSEL, *Sturges*. SOLICITOR, *G. H. Bird*, for R. D. Baker, Audlem, Cheshire.

Re AMBLER—Kay, J., 9th June.

APPOINTMENT OF NEW TRUSTEES—PERSON NOMINATED TRUSTEE IN A WILL BUT DYING BEFORE THE TESTATOR—PETITION—CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), s. 31, SUB-SECTIONS 1, 6—AFFIDAVIT OF FITNESS OF PROPOSED TRUSTEES.

This was a petition for the appointment of new trustees rendered necessary by the circumstance that the sole trustee nominated by the will had died before the testator.

KAY, J., said that he should follow *Re Orde* (31 W. R. 801, 24 Ch. D. 271) and *Re Lightbody's Trusts* (33 W. R. 452, W. N., 1885, p. 3), but he did not think that those cases were satisfactory authorities for assuming that the personal representative of the person nominated as trustee could not appoint new trustees. Affidavits of fitness ought to give information as to the pecuniary position of the proposed trustees.—COUNSEL, *J. Outler; Wurtzburg*. SOLICITORS, *F. Hutton*, for T. L. Bickers, Tadcaster; *Pitman & Sons*, for J. C. Rhodes, Sherburn, Yorkshire.

Re HANCOCK, HANCOCK v. BERREY—Kay, J., 7th June.

MORTGAGE—RELEASE BY PAROL—HANDING OVER MORTGAGE DEED—ABSENCE OF CONSIDERATION.

This case raised a question as to the effect of a parol release by a mortgagee of his security, coupled with delivery of the mortgage deed to the mortgagor, he giving no consideration for the transaction. George and Charles Berrey being entitled to a reversionary interest in a fund expectant on the death of their mother, George Berrey in 1858 assigned his share by way of mortgage to his father. In 1872 the father died, having by his will appointed Charles Berrey his executor and residuary legatee. In 1887 the mother died, whereupon the reversion fell into possession. Shortly after her death Charles Berrey wrote to his brother George saying, "I have found a letter addressed by our good mother to me, in which she expresses a wish that I should hand over to you the deed of assignment by which you formally relinquished (in part consideration for large sums advanced) your share of the moneys bequeathed ultimately to ourselves equally by her father. I now give myself the satisfaction of fulfilling her desire, and herewith enclose deed accordingly." George Berrey acknowledged this letter, and retained the deed, but on Charles Berrey afterwards refusing to release his rights under the mortgage, the trustee of the fund took out this summons to determine who was entitled to the share of George Berrey. It appeared that he had never paid any interest on the mortgage, or given any acknowledgment in respect thereof, and he now set up the Statute of Limitations in answer to Charles Berrey's claim, but the court held that as the interest was reversionary, the right to enforce the mortgage arose only when it fell into possession—see the case of *Hugill v. Wilkinson* (36 W. R. 633), which was cited in argument. It was also contended that Charles Berrey's letter and the handing over the deed amounted to a release of the mortgage, and to a declaration of trust in favour of George Berrey as to the share.

KAY, J., held that Charles Berrey was entitled to insist on his rights as mortgagee. His intention in writing the letter was, no doubt, to carry out his mother's wish, and the question was whether, when a mortgagee, without consideration, handed over his deed to the mortgagor, intending thereby to release the debt, the mortgagor could insist on the transaction. There was no authority for so holding, and the case of *Re Richardson, Shillito v. Hobson* (34 W. R. 286, 30 Ch. D. 396) shewed that handing over the deed made no difference. Nor was there anything in the case amounting to a declaration of trust by Charles Berrey, or any direction to the trustee to hold the share for George Berrey, a distinction which was well exemplified by the case of *Harding v. Harding* (34 W. R. 775, 17 Q. B. D. 442). In the present case there was merely an incomplete voluntary gift, which could not be enforced, nor, on the authority of *Re Richardson, Shillito v. Hobson*, could the mortgagor retain the deed. But the mortgagee would not be given any costs.—COUNSEL, *Marten, Q.C.*, and *Horsley; E. Cutler, Q.C.*, and *S. Peel; Hope*. SOLICITORS, *Arthur Pearce; Gasquet & Metcalfe; Currie, Williams, & Williams*.

Re THE SOUTH LONDON FISH MARKET CO.—Kay, J., 11th June.
COMPANY—DIRECTOR—TRANSFER TO ESCAPE LIABILITY—UNREGISTERED COMPANY—MEMBERS, MORE THAN SEVEN—WINDING UP—PUBLIC BENEFIT—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 199.

An unregistered company was incorporated by special Act of Parliament to establish a market. The Act required that the qualification of a director should be forty shares, named eight subscribers as directors, and enacted that the company should make approaches to the market under a penalty of £50 a month payable to the vestry of St. Mary, Newington. The market was not built, and the vestry recovered judgment for £750 penalties. No one except the eight directors ever took any shares, and whilst the action by the vestry was pending some of the directors transferred their shares to a nominal transferee, in consideration of money paid by them to him, and thus reduced the number of members of the company to three. The vestry presented a winding-up petition.

KAY, J., said that a voluntary transfer of shares might be good, but it must be out and out and *bona fide*. In this case the transfers were not *bona fide*, for they were made by directors in order to escape liability, which was a fraud on the petitioners. There were, therefore, eight shareholders, and a winding-up order might be made. It had recently been said in the Court of Appeal that the court ought not to wind up a company established for the benefit of the public, but he knew of no other authority to that effect, and it seemed to him to be more beneficial to the public to wind up a company which could not pay its debts. Here no market had been or could be established, and other proceedings might become necessary to set aside the transfers. The company was within the 199th section, and the usual winding-up order must be made.—COUNSEL, *Marten, Q.C.*, and *E. Beaumont*; *Ince, Q.C.*, and *Haldane*. SOLICITORS, *Lowless & Co.*; *C. & S. Harrison & Co.*

Re THE ANGLO-INDIAN AND COLONIAL INDUSTRIAL AND COMMERCIAL INSTITUTION; COL. F. D. GREY'S CASE—Kay, J., 6th June.

COMPANY—WINDING UP—CONTRIBUTORY—APPLICATION TO BE TAKEN OFF THE B. LIST—RIGHT OF AUDIENCE OF CREDITORS—GENERAL ORDER, NOVEMBER 11, 1862, r. 60.

Summons by Col. F. D. Grey to be taken off the B. list of contributories. The liquidator appeared by counsel and opposed the application. Counsel also appeared and wished to argue against the summons for creditors who had attended the examination of witnesses. It was admitted that the creditors appeared at their own expense, and that costs were in the discretion of the judge, but the right of audience was claimed under the General Order of November 11, 1862, r. 60.

KAY, J., said that the rule did not interfere with the discretion of the judge as to whom he should hear in argument, and he declined to hear anyone in opposition to the summons, except the liquidator. He could not admit a right on the part of any creditors who chose to appear to be heard on such a summons, as it might prolong the proceedings indefinitely.—COUNSEL, *Ince, Q.C.*, and *Jeune*; *Marten, Q.C.*, and *T. L. Wilkinson*; *Beddall*. SOLICITORS, *Norton, Rose, & Co.*; *R. Greening*; *Peole & Co.*

CANN v. WILLSON—Chitty, J., 7th June.

MISREPRESENTATION—LEGAL FRAUD—VALUATION FOR PURPOSE OF OBTAINING ADVANCE ON MORTGAGE.

In this case the question arose as to the liabilities of third parties for misstatements of fact. A firm of solicitors being applied to by an intending mortgagor to negotiate a mortgage on his real property, informed him that he must obtain a valuation. The solicitors afterwards received from a firm of valuers and estate agents, acting on the instructions of the borrower, a valuation of the property at £3,000, and on the faith of this valuation the solicitors' clients lent £2,045 on the security of the property. The mortgagor being in default, the property was put up for sale by auction, and the highest bid was £680, and the property appeared to be unsaleable, except at some deficient price. The mortgagees brought the present action against the valuers, claiming damages. It appeared that the only remuneration received by the defendants was a sum of five pounds or guineas. The plaintiffs relied on *George v. Skivington* (18 W. R. 118, L. R. 5 Ex. 1), *Heaven v. Pender* (11 Q. B. D. 503), and *Peck v. Derry* (ante, p. 154, 37 Ch. D. 541), and submitted that, even if there was no contract between themselves and the defendants, there was a right of action sufficient to substantiate a claim for deceit or misrepresentation, even without proving that the statements relied upon were false to the knowledge of the defendants, and that the only facts necessary to be shown were that there was a duty to be performed; negligence in the performance of that duty; and injury from such negligence.

CHITTY, J., held, upon the facts, that the defendants were aware that the valuation was required for the purpose of an advance, and the document which purported to be a valuation was in fact no valuation at all, and said that, such being the facts, the defendants had knowingly made themselves obnoxious to the consequences of their acts within *Heaven v. Pender* and *George v. Skivington*. The delivery of the valuation was analogous to the sale of a deleterious article, and brought the defendants within the doctrine of the latter case, where, in the case of a hair-wash unskillfully compounded, it was held that an action would lie against the manufacturer, though it might not have been shown that he knew of the noxious properties of his production. The case likewise fell within the propositions of *Cotton, L.J.*, in *Peck v. Derry*, where he said it was not necessary to make out what he should call fraud, but a departure from duty. The defendants, in his view, had no reasonable ground

for stating the value at £3,000, and had made that statement recklessly. How it was that they had done so he was unable to say, for there was nothing which shewed, and it was not suggested, and his judgment did not proceed upon any supposition, that the defendants had done anything which was morally wrong. The defendants were, however, in the position of persons who were under an obligation to discharge a duty, and had failed to do so by reason of gross negligence, and the case was within the doctrine of fraudulent misrepresentation.—COUNSEL, *Romer, Q.C.*, and *Ingle Joyce*; *Maclean, Q.C.*, and *E. Brodie Cooper*. SOLICITORS, *Frith Needham*, for *Cann & Son*, Nottingham; *Scott & Co.*, for *Rhodes & Carnley*, Alford, Lincolnshire.

Ex parte DASHWOOD AND PAGET—Chitty, J., 8th June.

PRODUCTION OF CESTUI QUE VIE—EVIDENCE IN SUPPORT—6 ANNE, c. 18.

This was an *ex parte* motion under 6 Anne, c. 18 (Stat. Rev. 6 Anne, c. 72, p. 188) by trustees, who were reversioners for a lease for lives, for production of a *cestui que vie*. One of the claimants was in very bad health, and the other a British ambassador serving abroad. The affidavit in support was by the solicitor to the trust.

CHITTY, J., said that the statute provided that the affidavit was to be "by the persons claiming the estate." That being so, the affidavit should be sworn by the claimants, and not by their solicitor. He would, however, accept the affidavit of one only of the persons claiming.—COUNSEL, *Vernon R. Smith*. SOLICITORS, *Peacock & Goddard*.

In re J. EWING (DECEASED), ORR-EWING v. ORR-EWING—Chitty, J., 11th June.

COSTS—ADMINISTRATION—CONFLICT OF JURISDICTION—SCOTCH ACTION.

In this well-known case an application was made with regard to the mode of providing for certain costs. It appeared that after the decision of the House of Lords affirming the administration decree of the English Court of Chancery, an order was made that proceedings should be instituted by the plaintiff in the Scotch courts raising certain questions of construction arising under the testator's will. The Court of Session had decided these questions in favour of the plaintiff and other residuary legatees, to the augmentation of their shares, and had also provided for the costs by an order strictly confining such costs to costs incurred in the proceedings in Scotland. The question now arose as to the manner of meeting the costs in the court here.

CHITTY, J., said that the judgment of the Court of Session must be accepted as final with regard to the costs incurred in that court. With regard to the costs preliminary and ancillary to the proceedings directed in the Scotch court, being the costs incurred here for setting matters in train for obtaining the decision of the Scotch court, he considered that such costs should be deemed to be ordinary administration costs, coming out of the residue. The order providing for these costs must be so drawn as in no way to interfere with the order of the Scotch court providing for the costs there.—COUNSEL, *Romer, Q.C.*, and *H. Fellows*; *Maclean, Q.C.*, and *Sillem*; *Lemon*. SOLICITORS, *D. E. Chandler*; *Lattley & Hart*.

Re BIRD AND BARNARD—North, J., 9th June.

WILL—CONSTRUCTION—IMPLIED ESTATE TAIL—DEATH "LEAVING NO SON."

This was a vendor and purchaser summons, the question being whether the vendor could make a good title to the property sold. The title was derived under a will, made before the Wills Act, by which the testator devised the property to William Bird during his life, and in case he should die without leaving any son, then over to another person. William Bird died leaving a son, W. E. Bird, who contracted to sell the property in fee. The purchaser objected that a title could not be made.

NORTH, J., held, on the authority of *Milliner v. Robinson* (1 Moo. 682), that there was an implied gift to the heirs of the body of William Bird, which gave him an estate in tail male by implication in remainder. By the rule in *Shelley's case* this estate coalesced with the prior life estate, and William Bird became tenant in tail male in possession. He died without having barred the estate tail, and his son (the vendor) succeeded him as tenant in tail male. He was ready to bar the entail, and on doing this he would be able to make a good title to the purchaser.—COUNSEL, *A. Young*; *B. Fossett Look*. SOLICITORS, *F. W. Reynolds*; *Lucas & Ward*.

ALLEN v. THE HATFIELD CHASE WARPING CO.—North, J., 13th June.

COMPANY—STATUTORY POWERS—CONDITION PRECEDENT TO EXERCISE—POWER TO STOP UP ROAD—OBLIGATION TO SUBSTITUTE ROAD EQUALLY CONVENIENT.

The question in this case was whether the defendants had power to stop up a road without previously substituting another road equally convenient to the proprietors of the old one. The defendant company were incorporated by an Act passed in 1854, the object of the company being to improve the land of a certain district by warping and draining. The company had power, upon giving proper notice, to enter upon and use land in the district and warp it, paying no compensation or rent to any one, and to exact a payment of £25 an acre for the land warped. The action was brought to restrain alleged improper obstruction and diversion of a road called High Willows-road, which was a "grass road," not a highway. There was a right of way to the plaintiffs' farm over the road. The defendants had substituted a more circuitous road, which the plaintiffs alleged to be not equally convenient with the old road. The plaintiffs claimed a mandatory injunction to compel the restoration of the

road until a new road equally convenient with the old should have been substituted, and damages. The defendants asserted that they had acted within their statutory powers. The special Act provided that "It shall be lawful for the company to stop up, alter, and divert any of the roads or highways which may pass through or over the low lands intended to be warped, and instead thereof in such case the company shall set out any other roads or highways, as convenient to the public or proprietors"; provided that public highways should not be stopped up or diverted except with the consent and under the order in writing of two justices made after certain prescribed notices. The Lands Clauses Act and the Companies Clauses Act were incorporated with the special Act, but the Railways Clauses Act was not. The questions raised in the action were, whether the road substituted was equally convenient with the old road within the meaning of the Act; and whether the substitution of a new road was made by the Act a condition precedent to the stopping up of the old one: *The Attorney-General v. The Conservators of the River Thames* (1 H. & M. 1) was referred to.

NORTH, J., held, on the evidence, that the new road was not equally convenient with the old, and that the plaintiffs were entitled to damages. But he held that the substitution of the new road was not a condition precedent to the stopping up of the old one, and that the plaintiffs were not entitled to an injunction.—COUNSEL, *Cookson-Crackanthorpe*, Q.C., and *Bardwell*; *Coxen-Hardy*, Q.C., *John Dixon*, and *Charles Gould*. SOLICITORS, *Hamlin, Grammer, & Hamlin*; *Pattison, Wigg, & Co.*

HIGH COURT.—QUEEN'S BENCH DIVISION.

OSBORNE v. LONDON AND NORTH-WESTERN RAILWAY CO.—
8th June.

NEGLIGENCE—VOLENTI NON FIT INJURIA—QUESTION OF FACT.

This was an appeal from a judgment of the judge of the county court of Birmingham in an action of negligence. The plaintiff sought to recover damages from the defendant company for injuries sustained by him in falling down on a flight of steps leading to the platform of the defendants' station at Perry Bar, by reason of the worn and defective condition of the steps and the defendants' negligence in not clearing the steps of snow and ice. The plaintiff, in his evidence, said he was going down the steps in question to catch a train to Birmingham; the steps were stone steps; there were also some wooden steps, but the stone steps were nearer to his house; they were much worn and slippery, and dangerous even when there was no snow on them; they were then covered with a light layer of snow, which had been trodden down and had frozen again; he thought it dangerous to go down, so he went down carefully, taking hold of the rail; but he slipped and fell and dislocated his wrist. The defence was that there was no negligence on the part of the defendants, or, if there was, that there was contributory negligence on the part of the plaintiff; and that the defendants were not liable on the ground that *Volenti non fit injuria*. The county court judge, after hearing evidence on both sides, found that the injury was caused by the defective state of the steps, and by the negligence of the defendants in not clearing away the snow, and that there was no contributory negligence on the part of the plaintiff. And he held that the maxim, *Volenti non fit injuria*, did not apply. He gave judgment for the plaintiff for the agreed sum of £25. Counsel for the defendants now relied on the admissions made by the plaintiff himself in his evidence, and argued that the plaintiff ought to have been nonsuited at the end of his case. As it was clearly a case to which the doctrine, *Volenti non fit injuria*, applied, the defendants were entitled to judgment: *Thomas v. Quartermaine* (35 W. R. 555, 18 Q. B. D. 685). On behalf of the plaintiff, it was contended that the question whether that doctrine applied depended on a question of fact, which question had not been found in the defendants' favour: *Yarmouth v. France* (36 W. R. 281, 19 Q. B. D. 647). Reference was also made to *Woodley v. Metropolitan District Railway Co.* (2 Ex. D. 384); *Crafter v. Metropolitan Railway Co.* (14 W. R. 334, 1 C. P. 300); and *Longmore v. Great Western Railway Co.* (19 C. B. N. S. 183).

THE COURT (WILLS and GRANTHAM, JJ.) dismissed the appeal, holding that the defendants were not in a position to rely on the defence of *Volenti non fit injuria*. The true rule to be drawn from *Thomas v. Quartermaine*, as explained by the Master of the Rolls in *Yarmouth v. France*, was that when that defence was raised, it was for the defendant to establish affirmatively the facts which were necessary to support that defence—viz., that the plaintiff voluntarily incurred the risk, and had a full knowledge of the nature and extent of the danger. It was doubtful whether the learned county court judge had taken this point into consideration. But it was necessary for the defendant, before he could succeed, to obtain a finding to that effect. He could not, when there was no such finding, come and ask this court to say that the only proper inference to be drawn from the facts proved was that the plaintiff did voluntarily undertake the risk with full knowledge of the danger.—COUNSEL, *W. Wills*; *Alfred Young*. SOLICITORS, *E. F. Mason & Son*, Birmingham; *Johnson, Barclay, Johnson, & Rogers*, Birmingham.

BLACKBURN, LOW, & CO. v. HASLAM—4th June.

MARINE INSURANCE—CONCEALMENT OF MATERIAL FACTS—KNOWLEDGE OF BROKER.

This was a motion for a new trial on the ground of misdirection, and that the verdict was against the weight of evidence. The action was upon a policy of insurance upon the hull and machinery of the ship *State of Florida*, underwritten by the defendants for £1,500. At the trial, before Day, J., and a special jury, it was proved that the plaintiffs, who were

underwriters and insurance brokers at Glasgow, insured the steamer *State of Florida* for £1,500 from New York to Glasgow. She left New York on the 11th of April, 1884, and was due at Glasgow about the 25th of April. On the 1st of May the plaintiffs, being desirous of covering their liability, instructed Messrs. Rose, Murison, & Thomson, another firm of insurance brokers at Glasgow, to effect a re-insurance upon *The State of Florida* for £1,500. Acting upon these instructions, Messrs. Rose, Murison, & Thomson, at 11.29 a.m., telegraphed to their agents, Messrs. Rose, Thomson, Young, & Co., who were insurance brokers in London, as follows:—"Blackburn Low wish to reduce *Florida* lines. Cover for them £1,500 at fifteen guineas net." To this a reply was sent by Messrs. Rose, Thomson, Young, & Co. at 12.35 p.m., and received at 1 p.m.:—"State *Florida*—twenty guineas paying freely and market very stiff; likely to advance before day is out." Up to midday nothing was known, either by the plaintiffs or Rose, Murison, & Thomson, of *The State of Florida*, except that she was overdue. About 12.30 p.m. Mr. Murison, a partner in the firm of Rose, Murison, & Thomson, had an interview with the manager of the State Line Co., who owned *The State of Florida*, and he informed Mr. Murison, in confidence, that his directors in London had received intelligence that *The City of Rome* steamer, on her way to Liverpool, had seen a vessel having on board some of the shipwrecked crew of *The State of Florida*. On receiving the reply telegram at 1 p.m., Messrs. Rose, Murison, & Thomson communicated its contents to the plaintiffs, who said they might pay twenty guineas. Mr. Murison considered that as he had received the intelligence about the shipwrecked crew in confidence, he was not entitled to communicate it to the plaintiffs; but afterwards, at 1.19 p.m., he telegraphed in the plaintiffs' name to Rose, Thomson, Young, & Co.:—"Pay twenty guineas." In reply to this the latter firm, at 2.14 p.m., telegraphed direct to the plaintiffs—"State *Florida*. Market now worked out at twenty guineas; no chance under twenty-five guineas, and for to-day only." This was received by the plaintiffs at 2.29 p.m., and at 3.2 p.m. they replied—"State *Florida*. If you cannot do better, pay twenty-five guineas and wire instant." To this Messrs. Rose, Thomson, Young, & Co. replied, at 4.37 p.m.:—"State *Florida* done at twenty-five guineas; no chance more to-day under thirty guineas." They had communicated with another London broker, who effected the insurance in question with the defendants. As the negotiations for this insurance were not completed by Messrs. Rose, Murison, & Thomson, they did not charge any commission to the plaintiffs. The defendants, on becoming acquainted with the above facts, declined to pay. At the conclusion of the case Day, J., after calling the attention of the jury to the material facts, directed them as follows:—"Now, the question I leave to you is, first of all, Were Rose & Co. employed to effect an insurance? I do not mean whether their authority was limited to the insurance of fifteen guineas mentioned in the first telegram, because they were afterwards, as we know, authorized to go to twenty guineas; but were they generally authorized to act on behalf of the plaintiffs? The next question is, was this insurance effected through their agency? I think it will make it abundantly clear if I substitute for the word 'their' the word 'that,' and relieve it of all possible ambiguity. Was this particular insurance effected through that agency? Did Rose & Co., of Glasgow, put the matter in the hands of Rose & Co., of London, for the purpose of carrying out the insurance effected through their agency? Was it all one negotiation, or was it really taken out of the hands of Rose & Co., of Glasgow, and put into the hands of the plaintiffs irrespective of Rose & Co., of Glasgow? Was it taken out of their hands, and as it were, a new negotiation commenced? Or was the policy effected in pursuance of the original agency? Was it all one transaction or not?" The jury replied in the affirmative to both questions, and Day, J., thereupon directed that a verdict and judgment should be entered for the defendants. It was argued on behalf of the plaintiffs that the summing-up of the learned judge was faulty and ambiguous. The proper question to have left to the jury was, who effected the insurance? And the only possible answer to that question was, the London firm. The case was really governed by *Blackburn, Low, & Co. v. Vigors* (12 App. Cas. 531). It was contrary to the evidence to say that Messrs. Rose, Murison, & Thompson were authorized generally to act on behalf of the plaintiffs. On behalf of the defendants it was contended that Day, J., had left the proper questions to the jury for the purpose of ascertaining whether the facts of this case were distinguishable from the facts of *Blackburn, Low, & Co. v. Vigors*, and that the finding of the jury, establishing such distinction, was in accordance with the evidence.

THE COURT (POLLOCK, B., and CHARLES, J.) dismissed the motion. They said it was clear that up to one o'clock on the 1st of May Messrs. Rose, Murison, & Thomson were agents for the plaintiffs to effect a re-insurance on *The State of Florida* for £1,500; and at that time any knowledge possessed by them which was material to the risk would be equivalent to a knowledge by the plaintiffs themselves. It was also clear that the agents, being incapacitated from continuing the negotiation, in the sense that no valid policy could be founded upon it, could not put themselves in a better position by telegraphing in the name of their principals instead of in their own name. Having so telegraphed, and the answer having been sent to the principals, what was the position of the latter? That they might have effected a valid policy by a fresh and independent negotiation, carried on through another agent, was established by the decision of the House of Lords in *Blackburn, Low, & Co. v. Vigors*. This, however, they did not do; they merely telegraphed to Rose, Thomson, Young, & Co.:—"State *Florida*, if you cannot do better, pay twenty-five guineas." The question arose upon this, was the original negotiation given up and a new and distinct negotiation entered upon, or was it a mere handing over by the agents to their principals of an existing negotiation? That was practically the question left to the jury by Day, J., and they had found that the latter was the true view of what had occurred.

Their lordships came to the conclusion that the verdict and judgment were right.—COUNSEL, *Sir Charles Russell, Q.C., Cohen, Q.C., and Hollams; Sir R. E. Webster, A.G., and J. G. Barnes, Q.C.* SOLICITORS, *Hollams, Sen, & Concord; Waltons, Budd, & Johnson.*

CASES AFFECTING SOLICITORS.

DAVYS v. RICHARDSON—C. A. No. 1, 11th June.

PRACTICE—PAYMENT INTO COURT—R. S. C., 1883, XXII., 5 (c), 6 (c)—ORDER ON SOLICITOR TO REFUND.

This was an appeal from the decision of a divisional court (reported 36 W. R. 552). The action was brought for wrongful dismissal, and the plaintiff claimed one year's salary in lieu of notice. The statement of defence set up (*inter alia*) "that, by the agreement, the plaintiff was only entitled to one month's notice," and, alternatively, "that the plaintiff, under the said agreement, was not entitled to more than three months' notice or salary in lieu thereof"; and, further, "as to the whole statement of claim the defendant made tender before action of £163, which the plaintiff refused, and the defendant has paid the said amount of £163 into court, and says it is enough to satisfy the plaintiff's claim." The sum of £163 was made up of a sum admittedly due to the plaintiff, and of three months' salary in lieu of notice. The sum so paid in was receipted on the pleadings by the Bank of England (Law Courts Branch) as being "paid in with defence setting up tender." At the trial Day, J., held that the plaintiff was only entitled to one month's notice, and judgment was given accordingly. The plaintiff's solicitor, Mr. Claburn, immediately applied for and obtained the money paid into court, having the written request of the plaintiff under ord. 22, r. 5 (c). The defendant claimed repayment of the balance paid in beyond the one month's salary and the admitted sum, on the ground that the money should not have been paid out without an order to that effect under ord. 22, r. 6 (e). Pollock, B., at chambers, held that the payment into court had been made without denial of liability, and therefore that rule 5 (c) of order 22 was applicable. The Divisional Court (Lord Coleridge, C.J., and Mathew, J.) reversed this decision, holding that the defence was, in substance, a denial of liability, and that the money should therefore only have been paid out (under rule 6 (e)) under an order of court, and, the plaintiff being dead, they ordered Mr. Claburn to refund the balance. Mr. Claburn appealed, contending that the payment into court had been with a defence setting up tender, and that, at any rate, the solicitor, who had been misled by the form in which the defendant had paid the money in, and who had paid over the money to the plaintiff, could not be compelled to repay the balance.

THE COURT (LINDLEY AND LOPES, L.J.J.), having taken time to consider the question, allowed the appeal. LINDLEY, L.J., said that no doubt the law was the same as it was before the Judicature Acts, and a defence setting up tender could not be pleaded to an action for unliquidated damages, such as an action for wrongful dismissal. Therefore, if the application were that the plaintiff or his representatives should repay the money the case might be different. But the question for the court was whether the Divisional Court were right in ordering the solicitor to pay over the money. It appeared from the affidavit of the solicitor, which was not before the Divisional Court, that he had immediately paid the money over to his client, only retaining his own costs. The defence was certainly ambiguous and misleading, although, no doubt, not intentionally so. It had misled this solicitor, who had acted in perfect honesty, as it would have misled ninety-nine out of every hundred persons. Could the person who had set up so ambiguous a plea, and who had done all that he could to mislead the plaintiff and to induce him to take the money out of court, now be heard to say that the money must be repaid? It did not necessarily follow that the person who had really got the money was entitled to retain it, but that was a different thing from saying that a solicitor, who had not got the money, must be ordered to refund it. The Divisional Court appeared to have confused the two things and to have come to an erroneous conclusion. It was not a question of discretion, but the Divisional Court had made an order against a person who was not liable in any legal sense whatever. LOPES, L.J., delivered judgment to the same effect.—COUNSEL, *Lumley Smith, Q.C., and Horace Brown; Henn Collins, Q.C., and Morton Smith.* SOLICITORS, *J. G. Claburn; Kitch & Norman.*

Re A SOLICITOR AND HARRY WALL (AN UNQUALIFIED PERSON)—C. B. Div., 1st June.

This was an application on behalf of the Incorporated Law Society against a solicitor, and also against an unqualified person, the object of which was to have the solicitor struck off the rolls and the unqualified person committed to prison, on the ground of violation of the 32nd section of the Solicitors Act, 1843, which prohibits a solicitor from "suffering his name to be in any way made use of in any such action, suit, or matter upon the account or for the profit of any unqualified person, or send any process to such unqualified person, or do any other act to enable such unqualified person to appear, act, or practise in any respect as an attorney or solicitor."

Reid, in opening the case, stated the general nature of the charge. There had been, he said, in the lists of the High Court a variety of actions all in the name of one solicitor, and all of them being actions, very numerous in number, under the Copyright Act, for the purpose of recovering penalties for some infringement of some copyright. These actions had been originated by a person named Harry Wall, who was not a solicitor, and, upon the facts which were admitted, Mr. Wall was himself what is called the Copyright Protection Association. It appears that the

solicitor became solicitor to this association—in other words, solicitor to Mr. Wall; and then, at the same time, Mr. Wall became clerk to the solicitor without salary, for the purpose of evading the law—that is to say, Mr. Wall becomes an association, the association makes this solicitor their solicitor, and then Mr. Wall, being the association, becomes the unpaid clerk of the solicitor. But not only so; this unpaid clerk of the solicitor—namely, Mr. Wall—agrees to pay the solicitor £1 a week, supposed to be paid, or alleged to be paid, on account of costs, but, as far as these affidavits lead us to believe, is payable whether there are any costs or not. Then actions are brought—a crop of actions—some of them, of course, are successful and some are not, but most of them appear to have been successful. They result in penalties, sometimes larger and sometimes smaller, sometimes only 40s. There seems to have been a written agreement as regards costs between the solicitor and Mr. Wall, which, of course, says nothing about the £1 a week, but it does say that in cases where he was not successful the solicitor was only to have costs out of pocket. Mr. Wall states in his affidavit that he had regularly so paid the solicitor from the 7th of February, 1885, up to the present time, and he had on three or four occasions weekly paid him over £10, and on other occasions £5, £4, £3, and £2 on account of his costs generally, making a total of about £205. This reveals the whole business, because when the costs were taxed it follows that they were paid to Mr. Wall. Then there is another feature of this case which deserves attention. Mr. Wall states that in these actions which were brought he gets half of the damages.

STEPHEN, J.: Who were the plaintiffs in these actions?

Reid: All persons who had any title or right in a song, and they would bring actions against those concerned.

MANISTY, J.: They would get half the penalties.

Reid: Yes; and Mr. Wall would get the rest. The solicitor says upon oath that he did not know of the sharing of the damages. If that is so, how much could he have known of the conduct of the cases? How much can he have known and how little part can he have taken in the actual conduct of these cases if he was unaware of that which is stated by Mr. Wall to be the usual practice—namely, that one-half of the sum recovered should be paid over to him? That is only a likely outcome of a gross abuse, as I submit it is, of the process of a court. After reading extracts from the affidavits, the learned counsel concluded:—Of course it is quite clear that whenever a solicitor does choose to violate this important statute he will enter into a feigned relation of principal and clerk with the person who is supposed to act in his name. That is the indispensable excuse, and one you necessarily always meet with. The test is whether the relation, when fairly looked at, can be regarded as otherwise than a collusive attempt to evade the statute by means of a feigned relation between principal and clerk, and I submit that I have established that conclusively. I also submit that these actions of a penal character are actions requiring more than usual vigilance on the part of a solicitor, who is an officer trusted by the court and brought up in the profession of a gentleman. It is for the purpose, I submit, of protecting the public against the improper use of lawful weapons that solicitors are endowed with the privileges they enjoy, and are required to fulfil the honourable functions incumbent upon them, and this, I submit, is precisely the very class of case which is the natural outcome of a course of business in violation of the statute, and it was in order to prevent this kind of gross abuse of the process of the court under the form and colour of the law, but contrary to the spirit in which professional men think the law ought to be administered—it is in order to prevent these very cases that this very statute has been passed, and I submit this has been brought amply within the vice and mischief aimed at.

Waddy, Q.C.: My learned friend makes three points. First, that Mr. Wall was the society. Granted. Secondly, that the solicitor was the solicitor to the society. Granted again. He was the solicitor to the society. Then my learned friend's great point is. Oh! but he was paid £1 a week on account of his costs. That is quite true. Now what is the mischief that this Act was intended to prevent? As I understand it, reading it broadly and reading it in detail, it is intended to deal with this mischief—a man who is a solicitor lending his name to a man who is not a solicitor, and letting that man who is not a solicitor practise as a solicitor, acting as one, taking the fees as one, pocketing them, keeping them, being in point of fact a solicitor in everything but examination and admission. But what is this case? There is not one single penny in this case of costs ever earned by these proceedings shewn to have gone to the pocket of any but the solicitor.

MANISTY, J.: That may be, but, as I understand Mr. Reid, he puts it thus. You, a solicitor, have pretended to carry on the business of solicitor at the office of this copyright society. It is, in truth, the office of Mr. Wall.

Waddy: Yes.

MANISTY, J.: And you agreed with Mr. Wall to do business as a solicitor upon the terms that you were to be paid costs out of pocket only, except in cases where the costs were recovered; and you enter into an arrangement with Mr. Wall not to pay him as your clerk, but that he should pay and insure you £1 a week.

STEPHEN, J.: And he was to have power to sign your name.

MANISTY, J.: He was to sign your name for all purposes, and he did virtually and practically carry on the actions for the sake of a profit, the profit that he was to get part of the damages. How was he to be paid otherwise?

Waddy: I thoroughly follow my learned friend's contention. I will shew your lordships exactly what the arrangement is. Wall says to this solicitor, or to any other, I have to bring actions on behalf of the customers or clients, call them what you will, of my association. It is vital to me to be able to bring those actions at as little cost as I can legitimately do it. Will you make with me a bargain, which will be a good bargain for me to

one extent—namely, that you will not charge me, in cases where I have lost, anything more than costs out of pocket? You would be entitled as a solicitor to charge me more. Let me stop there for one moment. I apprehend there is nothing whatever in the Act or in common sense to prevent any man from making such a bargain as that with any solicitor. This is the source of the argument I am suggesting in the minds of the men. But, says the solicitor, if I am to do this, it is, to a certain extent, heads you win and tails I lose. I am only to get my costs, which I ought to get in any event, in case I win, and get them from the other side. If you do not get your costs I am not to have anything more than costs out of pocket, and therefore my labour, my office rent, my clerkage, everything in those actions has been expended and I make nothing by it. Very well, I will meet you in this way. I am desirous the expenditure to which you, as the solicitor, would be put should be as little as possible, because, practically, in so doing I am simply diminishing the amount of costs which I should have to pay you in those actions. I will take off your shoulders a certain amount of the clerical work, and you shall not pay me for it. I will do it for nothing.

STEPHEN, J.: You enable him to make what is a champertous bargain within the statute.

Waddy: That, at all events, is not within this statute.

MANISTY, J.: Whether it is within the statute or not, anything more unprofessional I never knew of, and the sooner such a system is put an end to in some way or other the better.

STEPHEN, J.: The statute says you are not to suffer your name to be made use of in any suit or action or proceeding for the profit of another person. Suppose if you arrange with him he will do it very cheaply, do you mean you are not allowing your name to be used for the profit of Mr. Wall?

MANISTY, J.: We are exceedingly anxious, if possible, to avoid the expense of sending this to the master, but I think we should be taking a dangerous step if we acted upon strong inferences without the parties having been examined and cross-examined before the master. There may be a great deal more information to be got. I do not think that we can abstract it from the documents.

STEPHEN, J.: From what Mr. Reid said, I think he has justified all that he said, but when we come to apply his statement and the extracts he has read from the different affidavits it is quite obvious there is a very great difference between him and Mr. Waddy. I think Mr. Reid was perfectly justified in arguing as he did upon the contents of the affidavit, but I think Mr. Waddy, on the other hand, is justified in saying, if you go into detail you will find these generalities are not admitted in the sense Mr. Reid thinks.

STEPHEN, J.: I think this is a very serious case indeed. It may lead to certain consequences which I need not further refer to. It explains a system, the existence of which I hope is new to everybody who has heard it, and the putting down of which, if it is within the statute, is highly desirable. The broad facts of the case reveal an extremely undesirable, and very unprofessional, and altogether a very bad state of things. Whether it exactly comes within the terms of the Act of Parliament is a question upon which I think I for one should very much shrink from forming an opinion upon, unless I had the matter examined in all its details and fully argued and reported upon.

MANISTY, J.: I daresay you are both aware of the view which was taken many years ago of the conduct of a solicitor who was in the habit of getting orders for writs for a bailiff, the bailiff sending him instructions to issue writs against certain parties. He sent the writs, the solicitor charged him for the service of the writs, and Abbot, C.J., said: "It is a system which, if persisted in, will be visited with very severe punishment, but as this is the first time such a thing has occurred, perhaps it was done rashly," and the court only made the solicitor pay the costs, but there was the warning that if in future any solicitor acted in that way he would be severely punished, and they have been severely punished.

STEPHEN, J.: I think, for the honour of the profession and for the sake of the public, the matter should be fully investigated. The matter must be referred to a master for him to report.

* * In the report of *Re the Almada and Tirito Co.* (*ante*, p. 473) the names of the solicitors are given as "Wilkins & Fanshawe." They should be Wilkins, Blyth, & Dutton.

On the 7th inst. in the House of Lords Lord Grantley presented a petition from the Incorporated Law Society of Wakefield against the Land Transfer Bill.

A meeting will be held at the India Office, Whitehall, on Wednesday, June 20, at half-past 5, to consider and determine the form to be given to a memorial of the late Sir Henry Sumner Maine that is to be placed, with the consent of the Dean of Westminster, in or within the precincts of Westminster Abbey.

A petition, having for its object the transfer of the assizes for the county of Cardigan from Cardigan to Lampeter, is stated to be now being considered by the Privy Council. The present assize town is said to be inaccessible, having no direct railway communication, and jurors are frequently compelled to travel fifty miles to obey their summonses. The petition has been signed by the Earl of Lisburne and many of the leading magistrates and by twenty-six members of the South Wales Circuit.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 13th inst., Mr. Henry Roscoe in the chair. The other directors present were Messrs. H. Morten Cotton, Samuel Harris (Leicester), Edwin Hedger, John Hunter, J. H. Kays, Grinham Keen, N. T. Lawrence, R. Pennington, J. Anderson Rose, Sidney Smith, E. W. Williamson, F. T. Woolbert, and J. T. Scott (secretary). A sum of £400 was distributed in grants of relief, 117 new members were admitted to the association, and other general business was transacted.

UNITED LAW CLERKS' SOCIETY.

The fifty-sixth anniversary festival of the United Law Clerks' Society was held on Wednesday evening at the Freemasons' Tavern, the Attorney-General in the chair. There were present between two and three hundred persons. The report stated that the income for the past year had been £5,306, and the expenditure £4,088, leaving a balance in hand of £1,417. From the Benevolent Fund, which was for the benefit of those law clerks who were not members, in the past year £461 had been distributed in grants which could not exceed £5.

The CHAIRMAN, in proposing the toast of "The Queen," said that amid all the enthusiasm with which her Majesty's name was greeted, it was impossible to dismiss from their minds the great sorrow which seemed to be hanging over her and the Royal Family by the grievous illness of the Emperor Frederick.

In proposing the toast of the evening, "Prosperity to the United Law Clerks' Society," the CHAIRMAN said there was nothing which ought more to engage the attention of those who were careful with regard to the conduct of their lives, than to make provision for those they left behind by means of insurance. The society had now £77,200 invested, and no less than £91,000 had been given in relief in the past fifty-six years, and nearly £30,000 expended in the sick, superannuation, and insurance branches, but there was room for a great many more to join it.

Mr. M'INTYRE, Q.C., proposed the "Chairman," whose name, he said, was deservedly received with applause in every assembly of lawyers.

The CHAIRMAN, in reply, expressed the pleasure it would always give him to do what he could to assist the society.

The toast of the "Bench, the Bar, and the Profession," was acknowledged by Sir Horace Davey, Q.C. Subscriptions amounting to £650 were announced.

LAW STUDENTS' JOURNAL.

SOME STUDENTS' CASES.

The following cases, in addition to those noted in our issue of April 14, have been selected for students entering for the June Final:—

CONVEYANCING AND EQUITY.

RE WILLIS, EX PARTE KENNEDY (*ante*, p. 474).—An attornment clause in a mortgage deed requires registration as a bill of sale to be of any validity as regards a power of distress, unless it falls within the proviso of section 6 of the 1878 Act.

RE REED (*ante*, p. 438).—In a gift to sisters as a class, sisters of the half blood are entitled to share.

RE ALMADA AND TIRITO CO., EX PARTE ALLEN (*ante*, p. 473).—A company registered under the Companies Acts cannot issue shares at a discount, although the contract for such issue is registered under section 25 of the Companies Act, 1867.

RE ZEOLAND CONSOLS (*ante*, p. 489).—If an infant becomes a shareholder he assumes liability as such by acquiescence after attaining majority.

RE NETTLEFOLD'S TRUSTS (23 L. J. N. C. 83).—Trustees who have paid into court under the Trustee Relief Act (10 & 11 Vict. c. 96) cannot exercise a power of advancement they had over the funds.

STEWART v. FLETCHER (*ante*, p. 457).—A married woman entitled to income for life, with restraint on anticipation, may appoint an attorney to receive the growing payments, but only on her behalf and for her use.

FURNES v. BOND (W. N. 78).—A tenant in possession under an agreement for a lease can rely by way of defence on his equitable title without counter-claiming for specific performance on the landlord's treating him as a yearly tenant and suing for possession.

HANCOCK v. HANCOCK (36 W. R. 417).—Where a married woman becomes entitled to property not bequeathed to her separate use under a will made after the passing of the Married Women's Property Act, 1882, the property is bound by a covenant of the husband alone in her marriage settlement for the settlement of her after-acquired property.

WARNE v. SEEBROHM (*ante*, p. 474).—If A. owns the copyright of a novel, although he cannot prevent B. dramatizing it and publicly performing the drama, he can prevent B. multiplying copies of the drama containing passages extracted from the novel.

RE FRENCH (*ante*, p. 438).—Capital money arising under the Settled Land Act, 1882, can be applied in paying off a mortgage for a long term of years on a portion of the settled lands.

WHEB v. JONES (*ante*, p. 474).—Trustees should not invest trust funds on a contributory mortgage.

Re BLUNDELL, BLUNDELL v. BLUNDELL (*ante*, p. 440).—In order to preclude a solicitor to a trustee from accepting payment of his costs from the trustee out of the trust estate, knowledge must be brought home to the solicitor that the trustee has been guilty of such a breach of trust as to deprive the trustee of all right to resort to the trust estate for payment of his costs.

COMMON LAW, BANKRUPTCY, PRACTICE, AND CRIMINAL LAW.

LEWIS v. GRAHAM (36 W. R. 574).—A clerk employed in the City does not carry on business in the City for the purpose of procedure in the Lord Mayor's Court. (It is otherwise as to bankruptcy procedure: *Re Bowie, Ex parte Bruell*, 50 L. J. Ch. D. 384).

Re DERRON (23 L. J. N. C. 71).—In case of misjoinder of causes of action, defendant should not take the objection at trial but at the earliest possible opportunity.

REG. v. WRELAND (36 W. R. 576).—If a prisoner is charged under section 4 of the Criminal Law Amendment Act, and evidence is given under that section by the prosecutrix not upon oath, he can be convicted of an indecent assault under section 9, although without that of the prosecutrix the evidence would have been insufficient.

HIGGINS v. SCOTT (84 L. T. 442).—If plaintiff fails to reply to a defence and counterclaim, defendant obtains judgment on his counterclaim, whether for a liquidated or unliquidated amount by motion for judgment under ord. 27, r. 11.

ADMIRALTY, PROBATE, DIVORCE, &c.

OTWAY v. OTWAY (23 L. J. M. C. 77, see *ante*, p. 487).—A wife guilty of adultery cannot obtain a judicial separation on account of her husband's adultery and cruelty.

BIGWOOD v. BIGWOOD (*ante*, p. 402).—Where a husband fails to comply with a decree for restitution of conjugal rights, the wife can obtain a divorce on the ground of such non-compliance, coupled with adultery committed prior to the decree for restitution.

DUFF v. DUFF AND LINDSAY (W. N. 74).—In an undefended divorce action on a husband's petition, where leave has not been obtained to dispense with a co-respondent, the identity of the co-respondent must be proved, although there is no claim for damages or costs.

Re THE GOODS OF BUSHELL (36 W. R. 528).—A draft will was duly executed by a testator bequeathing a legacy to the Bristol Royal Infirmary. Subsequently the testator duly executed the engrossed will, in which by mistake British was substituted for Bristol. Probate of the will with the word Bristol substituted was granted on proof that there was no such institution as the British Royal Infirmary.

THE INCORPORATED LAW SOCIETY'S LECTURES AND CLASSES.

The prize, consisting of books to the value of £2 2s., given by the Incorporated Law Society to the students attending the common law lectures and classes of Mr. R. Ringwood, has been awarded to each of the two students, Mr. E. D. L. Wilmet, articled to Mr. W. J. Fraser, of No. 2, Soho-square, London, solicitor, and Mr. Clegg, articled to another gentleman, of whom we have no particulars at present.

UNITED LAW SOCIETY.—Colonel Edis, commanding the Artists' R.V., will open the debate on Monday next on the question of "National Defence." Among other officers who will be present on the occasion are Lieut.-Col. Ford and Lieut.-Col. Russell, commanding the Inns of Court R.V.

LEGAL NEWS.

OBITUARY.

SIR FRANCIS HASTINGS DOYLE, Bart., D.C.L., died at Davies-street, Berkeley-square, on the 8th inst. in his seventy-eighth year. Sir F. Doyle was the only son of General Sir John Doyle, G.C.B. He was born in 1810, and he succeeded his father in the baronetcy in 1839. He was educated at Eton and at Christ Church, Oxford, where he graduated first class in Classics in 1832, and he was afterwards elected a fellow of All Souls College. He was called to the bar at the Inner Temple in Michaelmas Term, 1847. He formerly practised on the Northern Circuit, and at the West Riding of Yorkshire Sessions, and he was for several years a revising barrister. In 1845 he was appointed assistant-solicitor to the Excise Department, and in the following year he became receiver-general of Customs, and he was a commissioner of customs from 1869 till 1883. Sir F. Doyle was an honorary D.C.L. of the University of Oxford, and he was professor of poetry in that university from 1867 till 1877. He was the author of several poems, and he had recently published some amusing "Reminiscences." He was married in 1844 to the younger daughter of the Right Hon. Charles Watkin Williams Wynn, who died in 1867, and he leaves two sons and one daughter.

SIR ALFRED POWER, K.C.B., died at Dublin on the 7th inst. in his eighty-fourth year. Sir A. Power was the son of Dr. John Power, of Market Bosworth, where he was born in 1805. He was educated at Repton School and at Clare College, Cambridge, where he graduated in the first class of the classical tripos, and also as a junior optime in 1826,

and he was afterwards elected a fellow of Downing College. He was called to the bar at the Middle Temple in Hilary Term, 1830. He was appointed a factory commissioner in 1833, and an assistant poor law commissioner in the following year. He was chief commissioner of the poor law in Ireland from 1849 till 1872, and vice-president of the Irish Local Government from 1872 till 1879. He was created a Civil Knight Commander of the Order of the Bath in 1873. Sir A. Power was married in 1840 to the daughter of the late Mr. Thomas Starkie, Q.C., Downing Professor of Law at Cambridge. He was buried on the 11th inst.

APPOINTMENTS.

MR. FREDERICK JULIAN MEDFORTH, solicitor, of Bridlington, has been appointed Clerk to the Bridlington Charity Trustees. Mr. Medforth was admitted a solicitor in 1885.

The Earl of SELBORNE has received the Honorary Degree of LL.D. from the University of Cambridge.

MR. CHARLES ALFRED CRIPPS, barrister, has been appointed a Magistrate for Buckinghamshire. Mr. Cripps is the third son of Mr. Henry William Cripps, Q.C., and was born in 1852. He was educated at Winchester, and he was formerly scholar of New College, Oxford, where he graduated first class in Modern History in 1874, and first class in Jurisprudence in the following year. He was called to the bar at the Middle Temple in June, 1877, and he is a member of the Midland Circuit.

MR. THOMAS BARCLAY COCKERTON, barrister, has been appointed an Auditor to the Local Government Board. Mr. Cockerton is the eldest son of Mr. Richard Cockerton, and was born in 1855. He was educated at Magdalen College, Oxford, and he was called to the bar at Lincoln's-inn in January, 1885. He is secretary to the Royal Commission on Market Rights and Tolls.

MR. HUGH BICKERSTETH, solicitor (of the firm of Ellis & Bickersteth), of 1 and 2, Bucklersbury, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

HARRY SPENCER ANDREW FOY and **JOHN DAVID BOYERS LEWIS**, solicitors (Foy & Lewis), of 46, Gresham-street, and 437, New Cross-road, London. June 1.

HARRY JAMES FRANKLIN and **GEORGE BEAUCHAMP HUMPHREYS**, solicitors, of Halifax. June 2. The business will henceforth be carried on by the said George Beauchamp Humphreys alone.

[Gazette, June 12.]

GENERAL.

Mr. Justice Charles was entertained at dinner at the Holborn Restaurant on Tuesday evening last by a number of his fellow-graduates of the University of London, in celebration of his appointment as a judge of the Queen's Bench Division. The chair was occupied by Sir Robert Fowler, M.P., and among those present were Mr. Justice Wills, Dr. Quain, Dr. Graily Hewitt, Dr. George Buchanan, Mr. Horne Payne, Q.C., Dr. Barnes, Sir Albert Rollitt, Dr. Routh, and Mr. W. H. Cross.

The report of the Select Committee of the House of Lords on High Sheriffs has been issued as a Blue-book. After some remarks upon the mode of appointment, the duties, and the obligations of high Sheriffs of counties, the report proceeds:—"We agree with the great majority of witnesses that it is a hardship to be compelled to incur great expense and unknown responsibility, especially as the high sheriff is not qualified to take part in any but the ornamental portion of the business. We are of opinion that a county official, representing the county and bearing the title of high sheriff, should receive the judges when on circuit, nominate the grand jury, and discharge the other honorary duties as at present. We recommend that the high sheriff be appointed in the same manner as hitherto, but we are of opinion that all the necessary expenses of the office should be paid by the county and the Treasury conjointly, including one well-appointed carriage with a pair of horses to convey the judge on his official duties, and we recommend that trumpeters, javelin-men, and all other unnecessary expenses be discontinued. The chief constable of the county should be responsible for order in court and for a proper attendance of police on the judge. The high sheriff ought, in our opinion, to be relieved from all connection with the legal proceedings carried on by the under sheriff, and from all responsibility for and charge of the execution of criminals; and we are strongly of opinion that the penalty of death should be enforced by the authority which now has the charge of all prisoners and controls the execution of all other penal sentences. The under-sheriff should assist the high sheriff in the duties which still remain to him, but we are of opinion that he ought to be a permanent officer of the county, holding his office during good behaviour, responsible for his own acts and defaults, and that provision should be made by statute for his appointment and for his removal when he shall have become incompetent through age or otherwise. We consider that the great change that has been made by the recent Reform Act as to the division of counties renders it advisable that a returning officer or officers should be named by courts of quarter sessions to carry out all arrangements with regard to Parliamentary elections.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., June 18	Mr. Carrington	Mr. Beal	Mr. Ward	Mr. Godfrey
Tuesday .. 19	Jackson	Leach	Pemberton	Rolt
Wednesday 20	Lavie	Beal	Ward	Godfrey
Thursday .. 21	Pugh	Leach	Pemberton	Rolt
Friday .. 22	Leach	Beal	Ward	Godfrey
Saturday .. 23	Beal	Leach	Pemberton	Rolt

Date.	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEENEWICH.
Monday, June .. 18	Mr. Jackson	Mr. Pugh	Mr. Koe
Tuesday .. 19	Carrington	Lavie	Clowes
Wednesday .. 20	Jackson	Pugh	Koe
Thursday .. 21	Carrington	Lavie	Clowes
Friday .. 22	Jackson	Pugh	Koe
Saturday .. 23	Carrington	Lavie	Clowes

THE SUMMER ASSIZES.

[REVISED PAPER.]

OXFORD CIRCUIT (Denman and Charles, JJ.).—Reading, Wednesday, June 20; Oxford, Saturday, June 23; Worcester, Thursday, June 28; Gloucester, Thursday, July 5; Monmouth, Thursday, July 12; Hereford, Tuesday, July 17; Shrewsbury, Friday, July 20; Stafford, Tuesday, July 24; Birmingham, Tuesday, July 31. One judge only will go to the first seven places.

MIDLAND (Hawkins and Wills, JJ.).—Aylesbury, Saturday, June 23; Northampton, Tuesday, June 26; Bedford, Saturday, July 7; Leicester, Tuesday, July 10; Oakham, Friday, July 13; Lincoln, Saturday, July 14; Derby, Wednesday, July 18; Nottingham, Monday, July 23; Warwick, Friday, July 27; Birmingham, Tuesday, July 31. One judge only will go to the first nine places.

SOUTH-EASTERN (Pollock, B.).—Huntingdon, Saturday, June 30; Cambridge, Tuesday, July 3; Bury St. Edmunds, Friday, July 6; Norwich, Friday, July 13; Chelmsford, Monday, July 23; Hertford, Saturday, July 28; Lewes, Thursday, August 2.

NORTH WALES, GLAMORGAN, AND CHESTER (Field, J.).—Newtown, Thursday, July 5; Dolgelly, Monday, July 9; Carnarvon, Thursday, July 12; Beaumaris, Monday, July 16; Ruthin, Thursday, July 19; Mold, Saturday, July 21; Chester, Wednesday, July 25; Swansea, Wednesday, August 1. Two judges will go to the last two places.

SOUTH WALES AND CHESTER (Mathew, J.).—Haverfordwest, Friday, July 6; Cardigan, Tuesday, July 10; Carmarthen, Friday, July 13; Brecon, Thursday, July 19; Presteigne, Monday, July 23; Chester, Wednesday, July 25; Swansea, Wednesday, August 1. Two judges will go to the last two places.

HOME (Huddleston, B.).—Guildford, Wednesday, July 4; Maidstone, Wednesday, July 11; Exeter, Saturday, July 21; Winchester, Saturday, July 28; Bristol, Monday, August 6. Two judges will go to the last three places.

WESTERN (Huddleston, B. and Day, J.).—Salisbury, Wednesday, July 4; Dorchester, Saturday, July 7; Wells, Wednesday, July 11; Bodmin, Tuesday, July 17; Exeter, Saturday, July 21; Winchester, Saturday, July 28; Bristol, Monday, August 6. One judge only will go to the first four places.

NORTHERN (Stephen and Grantham, JJ.).—Appleby, Tuesday, July 3; Carlisle, Thursday, July 5; Lancaster, Monday, July 9; Manchester, Thursday, July 12; Liverpool, Thursday, July 26. One judge only will go to the first three places.

NORTH-EASTERN (Cave and A. L. Smith, JJ.).—Newcastle, Friday, July 6; Durham, Friday, July 13; York, Friday, July 20; Leeds, Thursday, July 26.

Lord Coleridge, C.J., and Manisty, J., will remain in town.

* These are altered dates.

WINDING UP NOTICES.

London Gazette.—FRIDAY, June 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AIRSIDE STEEL AND IRON CO., LIMITED.—Ptn for winding up, presented June 7, directed to be heard before North, J., on Saturday, June 16. Croxson & Frichard, Theobald's rd., Gray's inn, agents for Stanton & Atkinson, Newcastle upon Tyne, solors for ptners.

OLD LONDON BREWERY CO., LIMITED.—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to Mr. Francis Cooper, 14, George st., Mansion House. Monday, July 2 at 12, is appointed for hearing and adjudicating upon the debts and claims.

ORIENTAL LACE AND EMBROIDERY MANUFACTURING CO., LIMITED.—Ptn for winding up, presented June 6, directed to be heard before Chitty, J., on Saturday, June 16. Wild & Co., Ironmonger lane, Cheapside, solors for ptners.

PUBLIC WORKS AND CONTRACT CO., LIMITED.—Ptn for winding up, presented May 17, directed to be heard before Kay, J., on Saturday, June 16. Plunkett & Leader, St Paul's churchyard, solors for ptners.

R. J. MARSH & CO., LIMITED.—Ptn for winding up, presented June 6, directed to be heard before Kay, J., on Saturday, June 16. Rowcliffe & Co., Bedford row, agents for Benson & Carpenter, Bristol, solors for ptners.

THURSO NEW GAS CO., LIMITED.—Ptn that the winding up may be continued, presented June 6, directed to be heard before Kay, J., on Saturday, June 16. Riddale & Son, Gray's inn sq., agents for Ridgway & Ridgway, Dewsbury, solors for ptners.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

GLADSTONE PROPERTY AND INVESTMENT CO., LIMITED.—By an order made by Bristowe, V.C. dated May 10, it was ordered that the voluntary winding up of the company be continued. Hardings & Co., Manchester, agents for Winder, Bolton, solors for ptners.

FRIENDLY SOCIETIES DISSOLVED.

BILLINGHAM SICK CLUB, Foresters' Arms Inn, Billinge, Wigan, Lancaster. June 4.

COURT ALTAR, A.O.F., York place, Bingley, York. June 6.

INDEPENDENT ORDER OF DRUIDS' FRIENDLY SOCIETY, Foresters' Arms, Higher lads, Beccles of th' Barn, Lancaster. June 4.

INDEPENDENT ORDER OF TETOTAL FELLOWS' FRIENDLY SOCIETY, 180, Caledonian road. June 4.

THORNE FRIENDLY SOCIETY, Temperance Hall, Thorne, York. June 5.

TRADESMAN'S BENEVOLENT SOCIETY, White Horse Inn, Chesterfield, Derby. June 4.

London Gazette.—TUESDAY, June 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CWMORTHIN SLATE CO., LIMITED.—Ptn for winding up, presented June 8, directed to be heard before Stirling, J., on Saturday, June 23. Hollams & Co., Mincing lane, solors for ptners.

LOWESTOFT STEAM CARRYING AND FISHING CO., LIMITED.—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to William Thomas Balls, 12, London rd., Lowestoft. Monday, July 23 at 1, is appointed for hearing and adjudicating upon the debts and claims.

FRIENDLY SOCIETIES DISSOLVED.

HINGHAM TRADESMEN'S NEW FRIENDLY SOCIETY, Cook Inn, Hingham, Norfolk. June 6.

PRINCESS ALEXANDRA FEMALE BENEFIT SOCIETY, Victoria Cocoa House, Redditch, Worcester. June 7.

WEST COKER PROVIDENT AND FRIENDLY SOCIETY, Old School Room, West Coker, Somerset. June 7.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 1.

ABKEL, JOHN, Ranelagh rd, Redhill, Retired Miller. July 4. Wilkinson, Church court.

ADAMS, CAROLINE ELIZABETH, Shirley avenue, Southampton. July 16. Wood & Co., Raymond bldgs.

AVERT, THOMAS, Burgess hill, Sussex, Farmer. June 23. Howlett & Clarke, Brighton.

BARING, JOHN, Oakwood, nr Chichester. July 9. Raper & Freeland, Chichester.

BARING, HON LOUISA EMILY, Prince's gate. July 16. Bowerman, Gray's inn sq.

BARON, HENRY, Cardwell st, Bolton, Retired Marble Mason. Aug 1. Watkins & Son, Bolton.

CALLISTER, EDWARD FLETCHER, Mill lane, West Derby, Lancaster, Gent. July 13. Sampson, Liverpool.

CHEESMAN, ALFRED, Bosham, Sussex, Gent. July 9. Raper & Freeland, Chichester.

COKE, EDWARD THOMAS, Mansfield Woodhouse, Notts, Esq. Hon Colonel. July 14. Barber & Co, Derby.

COLE, GEORGE, Bedford pl, Southampton, Baker. June 30. Sharp & Brain, Southampton.

CHEESMAN, ROGER, Hambrook, Trintington, Sussex, Gent. July 9. Raper & Freeland, Chichester.

CLARKE, MARIA, Chapel Field rd, Heigham, Norwich. July 14. Field, Norwich.

COLLINS, HENRY, Tangmere, Sussex, Farmer. July 9. Raper & Freeland, Chichester.

COURT, THOMAS, New Quay, Liverpool, Licensed Victualler. July 1. Jeffery & Hessel, Birmingham.

CRUTCHLEY, WILLIAM, Vicarage rd, Aston juxta Birmingham, Warwick, Beer Retailer. June 29. Ansell & Ashford, Birmingham.

DAVISON, THOMAS LANGMORE, Woking, Surrey, Average Stater. June 24. Reynolds, West Smithfield.

DENMAN, HON RICHARD, Westergate House, nr Arundel. July 9. Raper & Freeland, Chichester.

DOWELL, ROBERT, Hinderwell, North Riding of York, Surgeon. June 30. Elgar & Badcock, Bishop Auckland.

DEKW, EMILY, Buxton, Derby. July 14. Pontifex & Co., St Andrew's st, E.C.

EARNshaw-WALL, REV. SAMUEL WALTER, Ellough Rectory, nr Beccles, Suffolk. July 16. H. R. T. Alexander, Ely pl.

FARR, THOMAS, Stratford upon Avon, Boat Builder. July 11. Slatter & Co, Stratford upon Avon.

FRICKER, JAMES HUNTER, Westow hill, Upper Norwood, Stationer. June 24. Finch, Cannon st.

GOLDSMITH, JOSEPH, Northcote villas, Croydon. June 30. Payne, 36, Alexander rd, Croydon.

HARRISON, JOHN, St. Paul's crescent, Camden Town, Gent. July 31. Peckham & Co, Knightbridge st.

HENTY, GEORGE, Northlands, Sussex, Esq. July 9. Raper & Freeland, Chichester.

HOPKINS, DAVID, Llandovery, Carmarthen, Tanner. June 20. Phillips, Llandovery.

INNER, FRANCES CAROLINE, Campbell rd, Southsea. June 20. Hunters & Haynes, New sq.

JACOB, SIMON, Russell st, Covent grdn, Fruit Salesman. July 1. Hart & Winch, Gt Winchester st.

JERVIS, MARTHA, Holland park, Kensington. July 16. Stuart & Tull, Gray's inn square.

JOHNSTON, HELEN BOURNE, Russel st, Bath. June 25. Barker & Co, Carmarthen.

LAMB, SARAH, Shifnal, Salop. June 12. Leake, Shifnal.

LIDGLEY, JOHN, Sydney, N S W, Ironmonger. July 10. Paige & Co Redruth.

LOWE, REV THOMAS, Willington, Sussex, Vicar. July 9. Raper & Freeland, Chichester.

MIDDLETON, HELEN, Fulham rd. June 30. Barlow & James, Lime s.

MILNES, SARAH, Mill st, Bradford, Manchester June 30. Blinkhorn, Manchester.

NOWELL, THOMAS, Pembroke Lodge, Watford, Gent. July 14. Aston & Hughes, Edgware rd.

PERKINS, ANN, Station rd, Redhill July 4. Wilkinson, Church ct, Clement's lane.

RADCLIFFE, CHARLES, Intake, Saddleworth, Yorks, Clothier July 2. Rowbotham, Oldham.

RIDLEY, REV. NICHOLAS JAMES, Hollington House, nr Newbury, Hants. July 9. Farrer & Co, Lincoln's inn fields.

RIGG, CATHERINE, Petworth, Sussex. July 9. Raper & Freeland, Chichester.

SANGER, JANE ELIZABETH, South Haddon, Kingsbrompton, Somerset. June 30. Pope, Exeter
 SCHOLES, GEORGE, Princes Darwen, Lancs, Gent. July 7. Woodcock & Sons, Haslingden
 SHAW, THOMAS, Greame st, Moss Side, nr Manchester, Worsted Spinner July 7. Farrington, Manchester
 SIMPSON, PERCY, Lincoln's inn, Barrister-at-Law. July 1. Harris, Sittingbourne
 SMITH, JOHN, Gloucester. July 11. Slater & Co, Stratford upon Avon
 SMITH, JOHN THOMAS, North Weald Bassett. July 15. Windus & Trotter, Epping
 TROTTER, GEORGE DALE, Upleatham, York, Land Agent. July 31. Trevor, Guisborough
 WARD, WILLIAM, Crescent Wharf, Birmingham, Coal Merchant. June 13. Blackham, Birmingham
 WATKINS, CHARLES, Wilcroft, Hereford. Aug 1. James & Co, Hereford
 WESTON, JAMES TOWNSEND, Claverdon terr, Birmingham, Painter. June 14. Wood & Co, Birmingham
 YATES, MARY, Princess st, Farnworth, nr Bolton, Lancaster. Aug 1. Watkin & Son, Bolton
 YATES, ROBERT, Cross st, Oswaldtwistle, Machine Printer. July 1. Reddish, Church

London Gazette—TUESDAY, June 5.

ARCHER, MARY ANNE, Newick Lodge, Newick, Sussex. July 6. Ravenhill, Outer Temple, Strand
 BAKER, ELIZABETH SARAH, Close, Salisbury. July 10. Wilson & Sons, Salisbury
 BARBER, CHARLES, Denmark hill, Camberwell, Surrey, Esq. July 1. Lee & Co, St Paul's Churchyard
 BARNETT, ELIJAH, Wellington rd, Edgbaston, Birmingham, late Agent to the Birmingham Branch of the Norwich Union Fire and Life Societies. July 13. Cottrell & Son, Birmingham
 BINNS, ELIZABETH, Mount st, Harrogate. July 12. Peach, Harrogate
 BLACKBURN, EDWARD, Haine, Stowford, Devon, Esq. July 16. Merriman & Co, Austin Friars
 CECILY, WILLIAM, Billington rd, New Cross rd, Plumber and Decorator. July 19. Harris, Coleman st
 CHAPMAN, JOHN, Crosby, Lincoln, Gent. July 12. Peach, Harrogate
 CLOKE, CHARLES EDWARD, St Vincent, West Indies, Planter. July 9. Parker & Co, Rectory House, St Michael's alley
 CROWE, WILLIAM MILNER, Clegg, Nightingale lane, Wandsworth Common, Civil Engineer. June 30. Hopgood & Co, Whitehall place
 DIPNALL, CATHARINE, Greenhill, Owslebury, Southampton. July 6. Paice, Staple inn
 DIPNALL, HENRY, Owslebury, Southampton. July 6. Paice, Staple inn
 DURRANT, HARRIS, Highbury quadrant, Highbury, Gent. July 9. Parker & Co, Rectory House, St Michael's alley
 EAST, ROBERT SAMUEL, Oatlands Park, nr Weybridge, Provision Merchant. July 8. Durham, Chancery lane
 FITZMAURICE, HENRY GEORGE HAMILTON, Jermyn st, St James, Esq. June 30. Meynell & Pemberton, Whitehall pl
 FLANAGAN, PATRICK, Liverpool, Stevedore. July 23. Weightman & Co, Liverpool
 HARRIS, GEORGE, Woburn Sands, Buckingham, Gent. June 30. Wright, Ampt-hill
 HARRIS, FRANCIS SARAH, Emsley, Irlam o' th' Height, nr Manchester July 1. Morris, Wrexham
 HARVEY, JAMES, Newhall, Derby, Collier. July 2. Jennings & Co, Burton on Trent
 HEWITSON, HENRY WALTER, Twickenham, Grocer and Wine Merchant. July 6. Mann & Taylor, New Oxford st
 HOLWAY, JOSEPH WALPOLE, Beckenham, Merchant. July 9. Parker & Co, Rectory House, St Michael's alley
 JEPHCOCK, GEORGE, Coventry, Licensed Victualler. July 27. Hughes & Masser, Coventry
 LAMB, JOHN GRIMMER, Thorpe St Andrew, Norfolk, Gent. June 30. Baldrey, Norwich
 LANSLEY, MARIA, St Mary Bourne, Southampton. June 30. Footner & Son, Andover
 LOWNDERS, RICHARD, Liverpool, Average Adjuster. June 30. Bateson & Co, Liverpool
 MARKE, THOMAS, West Buckland. July 5. Beckingsale & Booker, Wellington
 SIMON, CHRISTOPHER MARSH, Camberwell House Asylum, Camberwell, Gent. July 10. Kingsford & Co, Essex st
 MILNER, FERDINAND HENRY WHEELER, Lieut.-Colonel Royal Artillery. Aug 31. Darvill & East, New Windsor
 ORPEN, RICHARD HUNGERFORD, Roade, Northampton, Doctor of Medicine. July 16. Tomalin & Walker, Northampton
 PARRY, SEFTON HENRY, Cricklewood Lodge, Cricklewood. July 14. Collyer-Bristow & Co, Bedford row
 RALFE, FREDERICK WHITFIELD, Llanfachell House, Gelligaer, Glamorgan, Merchant. July 23. Nash Leigh, Cardiff
 ROBINSON, JOSEPH, Leek, Creffield rd, Fulham, Retired Stonemason. June 14. Barclay & Taylor, Macclesfield
 SANDILANDS, GEORGE MACFARLANE, Mark lane. July 9. Parker & Co, Rectory House, St Michael's alley
 SOLEY, MARY MUSGROVE, Gt Berkhamsted, Hertford. July 1. Bullock & Penny, Gt Berkhamsted
 THOMAS, CHARLES HERBERT FIELD, Cadogan pl, Chelsea. July 29. Stevens, Queen Victoria st
 WALKER, JOHN GEORGE REXFORD, Tudor Lodge, Goldhawk rd, Shepherd's Bush, Esq. July 16. Grundy & Co, Manchester
 WILSON, SARAH, Thornton, Stainton, York. July 1. Hunton & Bolsover, Stockton on Tees
 WOODWARD, RICHARD, Hawkhead st, Southport, Gent. Sept 1 Watkins & Son, Bolton

London Gazette—FRIDAY, June 8.

AINSWORTH, JAMES, Barton Arcade, Manchester, Wine Merchant. July 1. Gartside, Manchester
 BAXTER, JOSEPH, Town Head, Linton, York, Publican. June 14. Killick & Co, Bradford
 BISSIL, WILLIAM, Redmile, Leicester, Gent. Aug 10. Watson & Co, Nottingham
 BOOTH, WILLIAM, Pickmere, Chester, Farmer. July 10. Caldecutt, Knutsford
 BOURNE, SOPHIA ELIZABETH, Elmfield, Kent. July 7. Mills, Chancery lane
 BOYLE, ELIZA, Camden rd, Holloway. July 6. Tyrrell, Raymond bridge, Gray's inn
 BRADLEY, JOHN, Thornber, nr Leeds, Farmer. July 14. Richardson & Byron, Harrogate
 BRIDGEMAN, EDWARD ANDREW, Lowside, Oldham, Lancaster, Gent. July 1. Rowtree, Oldham
 BROOKES, JAMES, Melbourne, Derby, Licensed Victualler. July 20. J & W H Sale & Mills, Derby
 BROWNE, Hon RICHARD HOWE, Brunswick pl, Brighton. July 7. FJ & GJ Bralkenridge, Bartlett's bldgs
 CASH, EMILY, Darfield, York. Aug 1. Bell & Ingoldby, Louth; or Saunders & Co, Wash upon Dearne

CLARIDGE, GEORGE JOHN, High st, Chepstow, Mon, Jeweller. July 10. Gee, Bristol
 CROUCHLEY, JOSEPH, Walkden, nr Worsley, Lancaster, Retired Butler. July 7. Ridgway & Worsley, Warrington
 DOUGLAS-WILLAN, JOHN, Observatory avenue, Kensington, Captain on Retired List. July 6. Ravenscroft & Co, John st
 ETHERINGTON, GEORGE, Petersfield, Southampton, Auctioneer. July 4. Addison, Portsmouth
 EVANS, JOHN, Commercial rd, Tredegar, Mon, Grocer. July 14. Shepard, Tredegar, Mon
 GOODYVE, LOUIS ARTHUR, Middle Temple, Barrister at Law. July 10. Ravenscroft & Co, John st
 HALFORD, BENJAMIN, Bournemouth, Esq. Aug 1. Montagu, Bucklersbury
 HAMILTON, JOHN, Buntingford, Hertford, Ironmonger July 31. Hunt, Ware, Herts, or to Baker & Thorncroft, Bishop's Stortford
 HANKIN, HENRY ALFRED TRULOCK, the Albany, Piccadilly, Esq. July 14. Lovell & Co, Gray's inn sq
 HAZARD, HARRIETT, Gosport, Hants. June 27. Besant & Wills, Portsea
 HODSON, WILLIAM, West Green, Tottenham, Esq. Aug 1. Sawbridge & Son, Aldermanbury
 JOLLIFFE, JOHN, Harland rd, Higher Tranmere, Chester, Gent. July 16. Cummins, Liverpool
 LAWTON, WILLIAM HEY, Cheetham, Manchester, Grocer. June 15. Grundy & Co, Manchester
 LITTLE, JAMES, Church Croft, Hungerford, Berks, Gent. July 2. Beale & Martin, Reading
 MORRIS, JOHN WARRINGTON, Thorner's chhrs, Fenchurch st, Architect and Surveyor. July 14. Lovell & Co, Gray's inn sq
 MOUNSET, JOHN THOMAS, Sevenoaks, Kent. Aug 10. Gray & Mounsey, Staple inn
 NATHAN, MICHAEL, Sandy's row, Spitalfields, Butcher. July 9. Wright & Wright, Queen Victoria st
 PARKER, FREDERICK, Southwood lane, Highgate, Gent. July 16. Howard & Shelton, Tower chambers
 PERRETT, MARY HANNAH, Osborne Villas, Cheltenham July 7. Winterbothams & Gurney, Cheltenham
 POOLE, RICHARD, Windhill, Shipley, York. July 6. Morgan & Morgan, Bradford
 RADDALE, THOMAS, Penscombe, Cornwall, Yeoman. August 18. White & Co, Launceston
 ROBERTS, ROGER, Great Titchfield st, Working Jeweller. July 8. Jackson, Wormwood st
 RYDER, JAMES, Wilbraham rd, Fallowfield, nr Manchester, Gent. July 30. Needham & Co, Manchester
 Sisson, WILLIAM, Chorley, Lancaster, Yeoman. Aug 1. Jackson & Son, Chorley
 SLACK, JOSEPH, Virginia st, Southport, Lancaster, Gent. June 24. Almond, Manchester
 SOUTHERN, THOMAS, George Hotel, Oldham, Lancaster, Licensed Victualler. July 3. Blackburne & Symthe, Oldham
 SMITH, ELLEN SALMON, Rodney st, Liverpool. July 20. Ridgway & Worsley, Warrington
 VOSEFER, FRANK, Egguckland, Devon, Auctioneer. June 23. Ryall, Plymouth
 TAYLOR, WILLIAM, Canwick, Lincoln, Labourer. Aug 1. Danby & Sons, Lincoln
 TAYLOR, WILLIAM, Kempsford rd, Lower Kennington lane, Gent. July 5. Tiddeman & Briggs, Finsbury sq
 WOOLGAR, CHARLES, Piddinghoe, Sussex, Blacksmith. Aug 13. Pearless & Sons, East Grinstead

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMEERES AND STUTTEREES should read a little book by Mr. B. BRASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, June 8.

RECEIVING ORDERS.

ALLEN, ROBERT THOMAS, Margate, Coal Merchant Canterbury Pet June 5 Ord June 5
 ALLEY, JOHN, Craig's ct, Charing Cross High Court Pet March 12 Ord June 5
 BARLEY, WILLIAM CHRISTOPHER, Ramsgate, Civil Engineer Canterbury Pet June 6 Ord June 6
 BELLAMY, OSCAR, Renfrew terr, Nunhead lane, Peckham, Plumber High Court Pet June 5 Ord June 5
 BENNETT, JOHN H., St Swithin's lane, Promoter of Public Companies High Court Pet May 11 Ord June 5
 BORRILL, JOSEPH, Horncastle, Butcher Lincoln Pet June 4 Ord June 4
 COX, WILLIAM, King's Lynn, Norfolk, Innkeeper King's Lynn Pet June 6 Ord June 6
 CROWTHER, WILLIAM, Dewsbury, Yorks, Yarn Spinner Dewsbury Pet June 1 Ord June 4
 DAVIES, DAVID, Hafod, Glamorganshire, Grocer Pontypridd Pet June 5 Ord June 5
 DAVIES, JOHN, Mountain Ash, Glamorganshire, Painter Aberdare Pet June 5 Ord June 5
 DAVIES, JOHN, Swansea, Draper Swansea Pet June 4 Ord June 4
 DELIZANT, WILLIAM, Old Kent rd, Draper High Court Pet June 4 Ord June 4
 DICKINSON, WILLIAM, Accrington, Builder, Blackburn Pet May 29 Ord June 5
 GARRETT, RICHARD HENRY, New Swindon, Coachbuilder Swindon Pet June 5 Ord June 5
 GOOCH, JOHN, Canning Town, Essex, Beer Retailer High Court Pet June 1 Ord June 4
 HAYES, WILLIAM, Sheffield, Grocer Sheffield Pet June 2 Ord June 5
 HEADINGTON, EDWARD CAMERAY, address unknown, Farmer Windsor Pet May 24 Ord June 2
 HENWOOD, GEORGE THOMPSON, Rochester, Clerk Rochester Pet May 18 Ord June 4
 HUDSON, GEORGE, Hastings, Jeweller Hastings Pet June 6 Ord June 6
 IVERACH, JOHN, Thornhill, Yorks, Tailor Dewsbury Pet June 6 Ord June 6

JEFFERY, ANDREW, Gloucester rd, South Kensington, Engineer High Court Pet May 23 Ord June 6
 KILNER, CHARLES, Ossett, Yorks, Colliery Weighman Dewsbury Pet June 5 Ord June 5
 LAING, WILLIAM ALEXANDER GORDON, Barnstaple, Doctor Barnstaple Pet June 5 Ord June 5
 LUCAS, AETHUR, Putney Vale, Licensed Victualler Wandsworth Pet June 2 Ord June 2
 MESSENGER, CHARLES, Bradford, Yorks, Coal Dealer Bradford Pet June 2 Ord June 2
 MOODY, THOMAS, Harrogate, Game Dealer York Pet June 5 Ord June 5
 MOORE, JAMES JOHN, Darnley rd, Stoke Newington, Furniture Salesman High Court Pet June 6 Ord June 6
 MORGAN, ROBERT JOHN, Exeter, Watchmaker Exeter Pet May 23 Ord June 6
 PHILLIPS, HENRY, East Tilbury, Hay Dealer Rochester Pet June 5 Ord June 5
 POTTER, STEPHEN, Yalding, Kent, Farmer Maidstone Pet June 5 Ord June 5
 ROWE, ADOLPHUS, Churchfield rd, Acton, Baker Brentford Pet June 5 Ord June 5
 SMITH, BERNARD, Upland rd, East Dulwich, Clerk High Court Pet May 11 Ord June 5
 SMITH, GEORGE, Dewsbury, Yorks, Yarn Spinner Dewsbury Pet June 5 Ord June 5
 SHARP, HENRY, London pl, London fields, Hackney, Bottle Manufacturer High Court Pet June 4 Ord June 4
 THOMAS, JOHN, Whitland, Carmarthenshire, Saddler Pembroke Dock Pet June 5 Ord June 5
 TODD, ROCKLEY, Netherton, nr Huddersfield, Builder Huddersfield Pet June 6 Ord June 6
 WALFORD, ELIZA, Kidderminster, Fishmonger Kidderminster Pet June 4 Ord June 4
 WEBSTER, EDWIN, Whaddon, Cambridgeshire, Clerk in Holy Orders Cambridge Pet June 4 Ord June 4
 WILLIAMS, DAVID, Merthyr Tydfil, Commission Agent Merthyr Tydfil Pet June 4 Ord June 4
 WRIGHT, TIMOTHY, Great Grimsby, Glass Dealer Great Grimsby Pet June 6 Ord June 6

FIRST MEETINGS.

ALLEN, ROBERT THOMAS, Margate, Coal Merchant June 16 at 12 Bankruptcy bldg, Lincoln's inn
 BIBBY, THOMAS, Burnley, Secondhand Clothes Dealer June 18 at 3.45 Exchange Hotel, Nicholas st, Burnley
 BOOTH, HARRY, Leicester, Innkeeper June 18 at 11 28, Friar lane, Leicester
 CARPENTER, CHARLES WILLIAM, Dinas, Glamorganshire, Grocer June 18 at 2.30 Off Rec, Merthyr Tydfil
 DAVIES, JOHN, Swansea, Draper June 18 at 12 Off Rec, 6, Rutland st, Swansea
 FATHERS, JOEL, Ashley, Staffordshire, Innkeeper June 15 at 10 Off Rec, Newcastle under Lyme
 FOX, SAMUEL THOMAS, Frettenham, Norfolk, Gardener June 16 at 12 Off Rec, 8, King st, Norwich
 FRANCIS, ARTHUR, Bernard st, Russell sq, Clerk June 15 at 12 33, Carey st, Lincoln's inn
 FREEMAN, EDWARD PRATT, Reading, Commercial Traveller June 15 at 11 Queen's Hotel Reading
 FRENCH, EDMUND OLIVER, Coventry, Commission Agent Off Rec, 17, Hertford st, Coventry
 FREETH, GEORGE CHARLES, Stoke Devonport, Carpenter June 15 at 11 10, Atheneum terr, Plymouth
 FRYER, ELIZA ANN, Quedgeley, Gloucestershire, Widow June 16 at 4 Bell Hotel Gloucester
 FRYER, FREDERICK THOMAS, and WILLIAM FREDERICK RAISHER, Hardwicke, Gloucestershire, Corn Merchants June 16 at 3 Bell Hotel, Gloucester
 HALLETT, SHAKLTON, Hare court, Temple, Barrister at Law June 15 at 11 33, Carey st, Lincoln's inn
 HAYWARD, SAMUEL, Charlton, Kent, Merchant June 15 at 3 109, Victoria st, Westminster
 HENWOOD, GEORGE THOMPSON, Rochester, Clerk June 18 at 11.30 Off Rec, High st, Rochester
 HILEY, FREDERICK EDWARD, Stratford upon Avon, Licensed Victualler June 16 at 11.30 Railway inn, Stratford upon Avon
 HILL, JAMES HENRY, Ash terr, Cricklewood, Plumber June 15 at 11 No 16 Room, 30 & 31, St Swithin's lane
 JAMES, JOHN, Clifton Reynes, Buckinghamshire, Farmer June 18 at 2 County Court, Northampton
 JENKINSON, CHARLES, Fulbeck, Lincolnshire, Shoemaker June 16 at 12 Off Rec, 1, High Pavement, Nottingham
 LUBLIN, E., Leadenhall st June 15 at 11 33, Carey st, Lincoln's inn
 MANSFIELD, JAMES REUBEN, Stony Stratford, Buckinghamshire, Stonemason June 18 at 3 County Court, Northampton
 MESSENGER, CHARLES, Bradford, Yorks, Coal Dealer June 16 at 11 Off Rec, 31, Manor row, Bradford
 MOODY, THOMAS, Harrogate, Game Dealer June 19 at 12.30 Off Rec, York
 MURDOCH, JAMES DOUGLAS, Blackpool, Draper June 15 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 NICHOLSON, EDWARD, Nottingham, Framework Knitter June 16 at 11 Off Rec, 1, High Pavement, Nottingham
 PHILLIPS, HENRY, East Tilbury, Essex, Hay Dealer June 19 at 11.30 Off Rec, High st, Rochester
 RATHBONE, GEORGE, and ROBERT RATHBONE, Northwich, Stonemasons June 21 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 REES, JAMES, Haverfordwest, Draper June 19 at 11 Off Rec, 11, Quay st, Carmarthen
 RIX, RICHARD, Grant rd, Croydon, Seedsman June 15 at 12 109, Victoria st, Westminster
 ROBINSON, SAMUEL, Wigston Magna, Leices, Clerk in Holy Orders June 18 at 12.30 28, Friar lane, Leicester
 SCOTNEY, CHARLES, Leicester, Carriage Builder June 18 at 3 28, Friar lane, Leicester
 WALKER, HENRY, Sheffield, Baker June 19 at 2.30 Off Rec, Figtree lane, Sheffield
 WEBSTER, EDWIN, Whaddon, Cambs, Clerk in Holy Orders June 15 at 2.30 Bull Hotel, Royston
 WEEIDING, WILLIAM SAMUEL, West Cowes, Chemist June 21 at 12 Chamber of Commerce, 145, Chesapeake
 WORTON, JAMES, Sheffield, Grocer June 19 at 3 Off Rec, Figtree lane, Sheffield

ADJUDICATIONS.

BARLEY, WILLIAM CHRISTOPHER, Ramsgate, Civil Engineer Canterbury Pet June 6 Ord June 6
 BOOTH, HARRY, Leicester, Innkeeper Leicester Pet June 2 Ord June 2
 BORRELL, JOSEPH, Horncastle, Butcher Lincoln Pet June 4 Ord June 4
 CHALK, ALFRED, Platford, Wilts, Wood Dealer Southampton Pet May 11 Ord June 6
 COOKSON, CHARLES GEORGE, address unknown High Court Pet Sept 1 Ord June 6

DAVIES, DAVID, Hafod, Glamorganshire, Grocer Pontypridd Pet June 5 Ord June 5
 DAVIES, JOHN, Swansea, Draper Swansea Pet June 4 Ord June 4
 DAVIES, JOHN, Mountain Ash, Painter Aberdare Pet June 5 Ord June 5
 DELLEANT, WILLIAM, Old Kent rd, Draper High Court Pet June 4 Ord June 6
 FATHERS, JOEL, Ashley, Staffordshire, Innkeeper Nantwich and Crewe Pet May 19 Ord June 5
 FRANCIS, ARTHUR, Bernard st, Russell sq, Clerk High Court Pet May 17 Ord June 6
 FREETH, GEORGE CHARLES, Stoke Devonport, Carpenter East Stonehouse Pet May 31 Ord June 2
 FRENCH, EDMUND OLIVER, Coventry, Commission Agent Coventry Pet May 25 Ord June 6
 GARRETT, RICHARD HENRY, New Swindon, Coachbuilder Swindon Pet June 5 Ord June 5
 GOUGH, JOHN, Vincent st, Canning Town, Beer Retailer High Court Pet June 1 Ord June 4
 GREEN, ALFRED MACDONNELL, Poultry, Financial Agent High Court Pet Mar 28 Ord June 6
 HARLAND, SAMUEL, Leeds, Tobacconist Leeds Pet May 10 Ord June 2
 HEADINGTON, EDWARD CAMDEAY, Bray, Berks, Farmer Windsor Pet May 24 Ord June 5
 IVERACH, JOHN, Thornhill, Yorks, Tailor Dewsbury Pet June 5 Ord June 5
 JONES, MARY, Talsarnau, Merioneth, Innkeeper Portmadoc and Blaenau Festiniog Pet May 7 Ord June 5
 KILNER, CHARLES, Ossett, Yorks, Colliery Weighman Dewsbury Pet June 5 Ord June 5
 LAING, WILLIAM ALEXANDER GORDON, Barnstaple, Doctor Barnstaple Pet June 5 Ord June 6
 LOH HON SANG, Worcester, Tea Merchant Worcester Pet June 1 Ord June 6
 MESSENGER, CHARLES, Bradford, Yorks, Coal Dealer Bradford Pet June 2 Ord June 2
 MOORE, JAMES JOHN, Darnley rd, Stoke Newington, Furniture Dealer High Court Pet June 6 Ord June 6
 NAYLOR, GEORGE HEATH, Hoyland Nether, Yorks, Stationer Barnsley Pet May 23 Ord June 4
 PLUMTREE, TOM BETTS, Graham rd, Wimbledon, Builder Kingston, Surrey Pet June 2 Ord June 5
 POTTER, STEPHEN, Yalding, Kent, Farmer Maidstone Pet June 5 Ord June 5
 ROBERTSON, JAMES RICHARD, Wigganall St Mary Magdalen, Norfolk, Machinist King's Lynn Pet May 31 Ord June 5
 SCOTNEY, CHARLES, Leicester, Carriage Builder Leicester Pet June 2 Ord June 2
 SHARP, HENRY, London pl, London Fields, Hackney, Bottle Manufacturer High Court Pet June 4 Ord June 4
 TILLET, FRANCIS, St James's st, Wine Merchant High Court Pet Feb 27 Ord June 5
 WALFORD, ELIZA, Kidderminster, Fishmonger, Kidderminster Pet June 4 Ord June 4
 WEBSTER, EDWIN, Whaddon, Cambridgeshire, Clerk in Holy Orders Cambridge Pet June 4 Ord June 6
 WILLIAMS, DAVID, Merthyr Tydfil, Commission Agent Merthyr Tydfil Pet June 2 Ord June 4
 WRIGHT, TIMOTHY, Gt Grimsby, Glass Dealer Gt Grimsby Pet June 6 Ord June 6

London Gazette.—TUESDAY, June 12.

RECEIVING ORDERS.

BANCROFT, PETER, Little Budworth, Cheshire, Corn Miller Nantwich and Crewe Pet June 8 Ord June 8
 BENNETT, ELIZA, Chichester, Baker Brighton Pet June 9 Ord June 9
 BENTLEY, JOHN, Bilsdale, Yorks, Farmer Northallerton Pet June 6 Ord June 6
 BERYN, SOLOMON, Bedford, Furniture Dealer Bedford Pet June 8 Ord June 8
 BRADSHAW, JOSEPH KENNERLEY, Brighton, Licensed Victualler Brighton Pet June 9 Ord June 9
 BUTLER, ROBERT, address unknown, Shoe Manufacturer Stafford Pet May 29 Ord June 8
 CARMICHAEL, RICHARD, Workington, Cumberland, Picture Frame Dealer Cockermouth and Workington Pet June 6 Ord June 7
 CHAPMAN, WILLIAM HENRY, Queen's terr, Lower Woolwich rd, Greenwich, Plumber Greenwich Pet May 18 Ord June 5
 CLARK, THOMAS, York, Labourer York Pet June 7 Ord June 7
 COLEMAN, JOHN ALFRED, Norwich, Lithographer Norwich Pet June 8 Ord June 8
 COPPERTHWAIT, SAMUEL, Bradford, Yorks, Packer Bradford Pet June 6 Ord June 6
 DAMSELL, HENRY, Brimscombe, Gloucestershire, Builder Gloucester Pet June 8 Ord June 8
 DARBYSIDE, JOSEPH, Kendal, Veterinary Surgeon Kendal Pet June 9 Ord June 9
 DAVIES, DAVID, Aberystwith, Mariner Aberystwith Pet June 7 Ord June 7
 DAVIES, EDWARD, Birmingham, Building Superintendent Birmingham Pet June 6 Ord June 6
 DEXTER, THOMAS, Nottingham, Clerk Nottingham Pet June 9 Ord June 9
 DIVES, THOMAS, Lingfield, Surrey, Builder Tunbridge Wells Pet May 8 Ord June 7
 DUFOUR, NICHOLAS JOSEPH, Stockton on Tees, Innkeeper Stockton on Tees and Middlesbrough Pet June 8 Ord June 8
 GABROW-WHITEY, EDWARD GABROW, Sloane st, Gent Stockton on Tees and Middlesbrough Pet May 3 Ord June 7
 GLEDHILL, THOMAS TOWNEND, Keighley, Yorks, Top Maker Bradford Pet June 6 Ord June 7
 GODLEY, WILLIAM JAMES, Burgess hill, Sussex, Dairyman Brighton Pet June 7 Ord June 7
 GRAHAM, WALTER, a prisoner in Millbank High Court Pet May 17 Ord June 6
 GREENWOOD, JAMES, and THOMAS BURLEY ROBINSON, Leeds, Cloth Finishers Leeds Pet June 7 Ord June 7
 GRIFFIN, SAMUEL WHEELER, Shepton Mallett, Grocer Wells Pet June 8 Ord June 8
 GROCOFT, RICHARD HARRIS, Amherst rd, Stoke Newington, Mantle Manufacturer High Court Pet June 4 Ord June 7
 HAMMOND, JOSEPH, Tipton, Staffordshire, Glass Manufacturer Dudley Pet June 7 Ord June 7
 HANCOCK, JOSEPH, Northampton, Shoemaker Northampton Pet May 19 Ord June 6
 HARRIES, RICHARD EDWARD, Leeds, Woollen Maker Leeds Pet June 9 Ord June 9
 HARRISON, EDWIN, Leeds, Confectioner Leeds Pet June 8 Ord June 8
 HAYES, ALFRED, Brighton, Commercial Traveller Brighton Pet June 8 Ord June 8

HEBBLETHWAITE, HENRY, Holmfirth, nr Huddersfield, Saddler Huddersfield Pet June 7 Ord June 8
 HILL, WILLIAM, Tiverton, Horse Dealer Exeter Pet June 8 Ord June 8
 HOLMES, JOHN HENRY, Colwyn, Carnarvonshire, Chemist Bangor Pet June 8 Ord June 8
 JONES, SAMUEL ALFRED, Sterndale rd, West Kensington, Commission Agent High Court Pet June 8 Ord June 8
 KNOTT, EDWARD FRANCIS CHARLES, Worcester, Licensed Victualler Worcester Pet June 9 Ord June 9
 LAWRENSON, JOHN, Liverpool, Piano Dealer Liverpool Pet June 7 Ord June 7
 LOCKE, WILLIAM SOLOMON, Farndon, Cheshire, Innkeeper Chester Pet June 5 Ord June 9
 MACDONALD, JAMES, Fifth avenue, Queen's pk, Harrow rd, Clerk High Court Pet Jan 20 Ord Apr 27
 MCCORMICK, MICHAEL, Swinton, Yorks, Horse Trainer Sheffield Pet June 7 Ord June 7
 NEALE, JOHN CARTER, Edith villas, West Kensington, Furniture Dealer High Court Pet May 19 Ord June 8
 OTLEY, GEORGE JOHNSON, Bournemouth rd, Rye lane, Peckham, Accountant High Court Pet May 17 Ord June 8
 PACKER, HENRY JAMES, Reading, Olman Reading Pet June 7 Ord June 7
 PROCTOR, JOSEPH, Birmingham, out of business Birmingham Pet June 8 Ord June 8
 PULLAN, WILLIAM HENRY, Moorgate st, Merchant High Court Pet April 13 Ord June 8
 RICHMOND, ANNIE EMILY, Dovercourt, Essex, Barge Owner Colchester Pet June 8 Ord June 8
 SCOTCHLAND, WILLIAM, Keighley, Yorks, Grocer Bradford Pet June 9 Ord June 9
 SHEPPARD, WILLIAM, Cheltenham, Baker Cheltenham Pet June 7 Ord June 7
 SMITH, WILLIAM, Boston Spa, Yorks, Innkeeper York Pet June 7 Ord June 7
 STREATHER, EDWARD, Raunds, Northamptonshire, Builder Northampton Pet June 7 Ord June 7
 TAYLOR, EDWARD, Castle st, Falcon sq, Merchant High Court Pet June 7 Ord June 7
 THOMSON, ROBERT, Wanstead, out of employ High Court Pet June 9 Ord June 9
 TOMLIN, JOHN LEONARD, Maidstone, Gent Maidstone Pet May 16 Ord June 8
 UNDERWOOD, ALFRED, Eccleston st, Pimlico, Dealer in Works of Art High Court Pet April 25 Ord June 7
 WAINWRIGHT, JAMES, Mintern st, St John's rd, Hoxton, Cabinet Maker High Court Pet June 7 Ord June 7
 WALKER, REBECCA, Maidenhead ct, Aldersgate st, Skirt Manufacturer High Court Pet June 7 Ord June 7
 WARREN, THOMAS, Princes Risborough, Buckinghamshire, Surgeon Aylesbury Pet June 8 Ord June 8
 WHIFFEN, WILLIAM, Hadlow, nr Tonbridge, Farmer Tunbridge Wells Pet May 12 Ord June 7
 WHITE, BERTHA LYDIA, Huddersfield, Theatre Proprietor Huddersfield Pet June 9 Ord June 9
 WOODMAN, CORNELIUS, Downshire hill, Hampstead, Draper High Court Pet March 29 Ord June 7
 WOODWARD, CHARLES, and JAMES NORRIS, Westow hill, Upper Norwood, Tailors High Court Pet June 8 Ord June 8
 YATES, GEORGE, Hartington, Derbyshire, Farmer Burton on Trent Pet June 8 Ord June 8

FIRST MEETINGS.

BANCROFT, PETER, Little Budworth, Cheshire, Corn Miller June 21 at 4 Royal Hotel, Crewe
 BARKLEY, WILLIAM CHRISTOPHER, Ramsgate, Engineer June 21 at 4 72, High st, Ramsgate
 BARRETT, WILLIAM DENNIS, Gt Coram st, Russell sq, Licensed Victualler June 19 at 12 33, Carey st, Lincoln's inn
 BELL, THOMAS, Middlesborough, General Dealer June 19 at 11.30 Off Rec, 8, Albert rd, Middlesborough
 BROAD, THOMAS PETER, Burgess hill, Sussex, Gent June 19 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 BROOM, JAMES, St John st rd, Clerkenwell, Coach Builder June 19 at 2.30. 23, Carey st, Lincoln's inn
 BROWN, MARGARET, Stockton on Tees, Grocer June 19 at 11 Off Rec, 8, Albert rd, Middlesborough
 CARMICHAEL, RICHARD, Workington, Picture Frame Dealer June 21 at 12 67, Duke st, Whitehaven
 CARVER, JAMES, Nottingham, Machinist June 19 at 12 Off Rec, 1, High pavement, Nottingham
 CLARK, THOMAS, York, Labourer June 21 at 12 Off Rec, 17, Blake st, York
 COPPERTHWAIT, SAMUEL, Bradford, Yorks, Packer June 20 at 11 Off Rec, 31, Manor row, Bradford
 COX, WILLIAM, King's Lynn, Norfolk, Innkeeper June 23 at 12.30 Off Rec, 8 King st, Norwich
 CROWTHER, WILLIAM, Dewsbury, Yorks, Yarn Spinner June 19 at 3 Off Rec, Bank chambers, Batley
 DAMSKILL, HENRY, Brimscombe, nr Stroud, Builder June 21 at 4 Imperial Hotel, Stroud, Gloucestershire
 DAVIES, DAVID, Hafod, nr Pontypriid, Grocer June 21 at 3 Off Rec, Merthyr Tydfil
 DAVIES, JOHN, Mountain Ash, Glamorganshire, Painter June 21 at 12 Off Rec, Merthyr Tydfil
 DULY, THOMAS DANIEL, Walthamstow, Builder June 20 at 12 33, Carey st, Lincoln's inn
 FOSTER, ALFRED, and JOHN CHARLES TUFNELL, Pindock mews, Warwick rd, Paddington, Provision Merchants June 19 at 12 33, Carey st, Lincoln's inn
 GILLAM, WILLIAM, Kilburn pk rd, Gent June 21 at 12 33, Carey st, Lincoln's inn
 GLEDHILL, THOMAS TOWNEND, Bradford, Top Maker June 21 at 11 Off Rec, 31, Manor row, Bradford
 GODFREY, WILLIAM JAMES, Burgess Hill, Sussex, Dairyman June 20 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 GOODEY, JAMES KENEL, Church rd, Barking, Builder June 19 at 11 33, Carey st, Lincoln's inn
 GROCOTT, RICHARD HARRIS, Amherst rd, Stoke Newington, Mantle Maker June 20 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 HARRIS, B W, Senton st, Hampstead rd, Greengrocer June 21 at 11 33, Carey st, Lincoln's inn
 HEALAS, JOHN, Newport, Yorks, Innkeeper June 22 at 12 Off Rec, Trinity Horse lace, Hull
 HEATH, GEORGE, City mews, White Cross st, Coachman June 19 at 2.30 33, Carey st, Lincoln's inn
 HEBBLETHWAITE, HENRY, Holmfirth, Yorks, Saddler June 21 at 3 Haigh & Son, solers, New st, Huddersfield
 HOWLETT, EDMUND, Willeiden, Wharfedale June 20 at 11 33, Carey st, Lincoln's inn
 HUGHES, GRIFFITH JONES, Llangollen, Denbighshire, Commission Agent June 22 at 2.30 Bankruptcy Office, Crypt chbrs, Chester
 HUMPHREYS, HUGH, Llandegfan, Anglesey, Builder July 12 at 12 Queen's Head Cafe, Bangor

IVERACH, JOHN, Thornhill, nr Dewsbury, Tailor June 21 at 4 Off Rec, Bank chambers, Batley
 JENKINS, EVAN, Defynock, Breconshire, Shoemaker June 25 at 12 Off Rec, Merthyr Tydfil
 JONES, CATHERINE, West Kirby, Cheshire June 20 at 2 Off Rec, 48, Hamilton sq, Birkenhead
 KAY, ALFRED HERVEY, and GEORGE POUNCE, Westbourne grove, Florists June 20 at 12 Bankruptcy bldgs, Lincoln's inn
 KELDAY, ARTHUR, WILLIAM CORNISH COOPER, and PERCY GILLING, Finsbury pavement, Auctioneer, Accountant, and Cooper June 9 at 12 Bankruptcy bldgs, Lincoln's inn
 KILNER, CHARLES, Oset, Yorks, Colliery Weighman June 21 at 3 Off Rec, Bank chambers, Batley
 KNOTT, EDWARD FRANCIS CHARLES, Worcester, Licensed Victualler June 23 at 11 Off Rec, Worcester
 MORGAN, ROBERT JOHN, Exeter, Watchmaker June 20 at 11 Off Rec, 13, Bedford circus, Exeter
 POLE, ARTHUR THOMAS, Leicester, Music-seller June 21 at 3.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 REECE, HENRY, Berners st, Oxford st, Costumier June 21 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 RICHMOND, AMOS, Nottingham, Tailor June 20 at 12 Off Rec, 1, High pavement, Nottingham
 ROBERTSON, JAMES RICHARD, Wigenhall St Mary Magdalen, Norfolk, Machinist June 23 at 1 Off Rec, 8 King st, Norwich
 RUTHERFORD, PATRICK, residence unknown, Tailor June 19 at 11 33, Carey st, Lincoln's inn
 SEMPLE, GEORGE EDWIN, Norfolk terr, Bayswater, Butcher June 20 at 11 33, Carey st, Lincoln's inn
 SMITH, WILLIAM, Boston Spa, Yorks, Innkeeper June 21 at 1 Off Rec, 17, Blake st, York
 STANIER, F. JUSTICE, out of England, no occupation June 20 at 12 33, Carey st, Lincoln's inn
 STANLEY, CHARLES FREDERICK, and ROBERT JOHN HAMILTON, Manchester, Merchants June 21 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
 TEMPLETON, HENRY THOMAS NORRIS, New Cut, Lambeth, Butcher June 21 at 11 33, Carey st, Lincoln's inn
 THOMAS, JOHN, Whitland, Carmarthenshire, Saddler June 19 at 2.30 Off Rec, 11, Quay st, Carmarthen
 THOMPSON, HENRY, Essex rd, Islington, Provision Merchant June 19 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 WALLACE, WILLIAM, and JOHN WALLACE, Brewery rd, Caledonian rd, Builders June 20 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 WILLIAMS, DAVID, Merthyr Tydfil, Commission Agent June 25 at 2 Off Rec, Merthyr Tydfil
 WILLIAMS, JOHN HUGH, Llanllechid, Carnarvonshire, Quarryman July 12 at 12.30 Queen's Head Cafe, Bangor
 WOOD, SAMUEL, and HENRY PEACOCK, Aldersgate st, Artificial Flower Manufacturers June 19 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

The following amended notice is substituted for that published in the London Gazette of June 5.

SHERBOEN, FRANCIS, Bedford, Middlesex, Farmer June 19 at 3.30 Angel and Crown Hotel, Staines, Middlesex

ADJUDICATIONS.

BELLAMY, OSCAR, Renfrew terr, Nunhead lane, Peckham, Plumber High Court Pet June 5 Ord June 8
 BENNETT, ELIZA, Chichester, Baker, Brighton Pet June 7 Ord June 9
 BRADSHAW, JOSEPH KENNERLEY, Brighton, Licensed Victualler Brighton Pet June 8 Ord June 9
 BROAD, THOMAS PETER, Burgess Hill, Sussex, Gent Brighton Pet June 2 Ord June 7
 BRYAN, GEORGE EDWARD, Martin, Lincolnshire, Innkeeper Lincoln Pet May 11 Ord June 6
 CLARK, THOMAS, York, Labourer York Pet June 6 Ord June 7
 COPPERTHWAIT, SAMUEL, Bradford, Packer Bradford Pet June 6 Ord June 6
 COX, WILLIAM, King's Lynn, Innkeeper King's Lynn Pet June 6 Ord June 9
 DAMSKILL, HENRY, Brimscombe, Gloucester, Builder Gloucester Pet June 8 Ord June 8
 DARBYSHERE, JOSEPH, Kendal, Veterinary Surgeon Kendal Pet June 9 Ord June 9
 DEXTER, THOMAS, Nottingham, Clerk Nottingham Pet June 9 Ord June 9
 DUFOUR, NICHOLAS JOSEPH, Stockton on Tees, Innkeeper Stockton on Tees and Middlesborough Pet June 8 Ord June 8
 GLEDHILL, THOMAS TOWNEND, Keighley, Yorks, Top Maker Bradford Pet June 6 Ord June 7
 HARRIES, RICHARD EDWARD, Leeds, Woollen Manufacturer Leeds Pet June 9 Ord June 9
 HARRISON, EDWIN, Leeds, Confectioner Leeds Pet June 8 Ord June 8
 HEBBLETHWAITE, HENRY, Holmfirth, nr Huddersfield, Saddler Huddersfield Pet June 7 Ord June 7
 HILL, WILLIAM, Tiverton, Devon, Horse Dealer Exeter Pet June 8 Ord June 8
 JEFFREY, ANDREW, Gloucester rd, South Kensington, Sanitary Engineer High Court Pet May 23 Ord June 8
 JONES, CATHERINE, West Kirby, Cheshire Birkenhead Pet May 15 Ord June 7
 JONES, SAMUEL ALFRED, Sterndale rd, West Kensington, Commission Agent High Court Pet June 8 Ord June 8
 KNOTT, EDWARD FRANCIS CHARLES, Worcester, Licensed Victualler Worcester Pet June 9 Ord June 9
 LAWRENCE, EDWIN ALFRED, Whitstable on Sea, School Proprietor Canterbury Pet May 14 Ord June 8
 LAWRENSON, JOHN, Liverpool, Pianoforte Dealer Liverpool Pet June 7 Ord June 7
 LOCKE, WILLIAM SOLOMON, Farndon, Cheshire, Innkeeper Chester Pet June 5 Ord June 9
 MANSFIELD, JAMES REUBEN, Stony Stratford, Bucks, Mason Northampton Pet April 19 Ord June 1
 MARTIN, ERNEST GEORGE, Farningham, Kent, Hotel Keeper Rochester Pet May 16 Ord June 6
 MEAD, WILLIAM FREDERICK, Phenix ct, Newgate st, Manufacturer High Court Pet April 31 Ord June 7
 MELLOR, RICHARD FOSTER, Northwram, nr Halifax, Grocer Halifax Pet June 1 Ord June 7
 MOODY, THOMAS, Harrogate, Game Dealer York Pet June — Ord June 5
 MORROWOOD, G. E., Cornhill, Insurance Broker High Court Pet Nov 3 Ord June 8
 MUIRHEAD, GEORGE, Blyth, Notts, Farmer Sheffield Pet April 24 Ord June 7
 PHILLIPS, FREDERICK GEORGE, Hastings, Solicitor Hastings Pet May 7 Ord June 9
 PORTER, JOHN, Haymarket High Court Pet March 25 Ord June 8

REID, JOHN, Lombard st, Financial Agent. High Court Pet April 14 Ord June 8
 RICHMOND, ANNIE EMILY, Dovercourt, Essex, Barge Owner Colchester Pet June 8 Ord June 8
 SCATCHARD, WILLIAM, Keighley, Yorks, Grocer Bradford Pet June 8 Ord June 9
 SCHOFFIELD, EDWARD, Chesterfield, out of employment Chesterfield Pet May 31 Ord June 9
 SHEPPARD, WILLIAM, Cheltenham, Baker Cheltenham Pet June 7 Ord June 7
 SMITH, WILLIAM, Boston Spa, Yorks, Innkeeper York Pet June 8 Ord June 7
 STREATHER, EDWARD, Raunds, Northamptonshire, Builder Northampton Pet June 7 Ord June 9
 THOMAS, JOHN, Whitland, Carmarthenshire, Saddler Pembroke Dock Pet June 5 Ord June 7
 TODD, ROCKLEY, Netherton, nr Huddersfield, Builder Huddersfield Pet June 6 Ord June 6
 WALKER, REBECCA, Maidenhead ct, Aldersgate st, Skirt Manufacturer High Court Pet June 7 Ord June 7
 WEBB, WILLIAM, Middleton Stony, Oxfordshire, Baker Banbury Pet May 18 Ord June 7
 WILLIAMS, JOHN, Newton Abbott, Coach Builder Exeter Pet May 25 Ord June 9

SALES OF ENSUING WEEK.

June 18.—Messrs. BAKER & SONS, at the Mart, at 3 p.m., Freehold Building Land (see advertisement, June 2, p. 4).
 June 18, 19, and 21.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Estates and Properties, Leasehold Investments (see advertisements, June 2, p. 7).
 June 19.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart, at 2 p.m., Ground Rents (see advertisement, June 2, p. 1).
 June 19.—Messrs. DRIVER & CO., at the Mart, at 2 p.m., Freehold Residential Estate (see advertisement, June 2, p. 2).
 June 20.—Messrs. BAKER & SONS, at the George Hotel Bishops Stortford, Freehold Building Land (see advertisement, June 2, p. 4).
 June 20.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart, at 1 p.m., Freehold and Leasehold Properties (see advertisement, June 2, p. 1).
 June 20.—Messrs. EDWIN FOX & BOUSEFIELD, at the Mart, at 2 p.m., Freehold Estate and Sporting Property (see advertisement, June 2, p. 10).
 June 20.—Messrs. FAREBROTHER, ELLIS, CLARK, & CO., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 2, p. 2).
 June 21.—Messrs. C. C. & T. MOORE, at the Mart, at 2 p.m., Freehold and Leasehold Investments (see advertisement, June 2, p. 12).
 June 21.—Messrs. BAKER & SONS, at the Mart, at 3 p.m., Freehold Building Estates and Profit Rentals (see advertisement, June 2, p. 4).

June 22.—Messrs. NORTON, TRIST, & GILBERT, at the Mart, at 2 p.m., Freehold Building Land and Freehold and Leasehold Properties (see advertisement, June 2, p. 10).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GILKS.—June 11, at Colnett-road, Putney, the wife of William J. Gilks, of 15, Lincoln's-Inn-fields, of a son.
 HUDLESTON.—June 11, at Parliament-hill-road, Hampstead, the wife of Robert William Hudleston, solicitor, of a daughter.

DEATH.

BEALE-BROWNE.—June 11, at Cheltenham, Thomas Beale-Browne, of Salterton-park, J.P., D.L., aged 77.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s. 6d.; Country, 28s. 6d.; with the WEEKLY REPORTER, 53s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

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All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

LAW GUARANTEE & TRUST SOCIETY,

LIMITED.

SUBSCRIBED CAPITAL, ONE MILLION.

£100,000 PAID UP.

The Society has opened Offices at No. 9, SERLE STREET, LINCOLN'S INN, and is prepared to receive and consider proposals.

Amongst other objects enumerated in the Memorandum of Association, the Society will especially direct their attention to the following classes of business:—

1. Fidelity guarantee.
2. Business arising out of Trusts, including their administration and the indemnity of Trustees.
3. The insurance of mortgage advances.
4. Providing a fund for securing to Leaseholders and others the return of principal at the expiration of any fixed period.

Provision has been made not to interfere with the administration of Trusts by Solicitors.

Full particulars may be had on application to the undersigned.

By order of the Board,

THOS. R. RONALD, Secretary and Manager.

9, Serle Street, Lincoln's Inn, 7th June, 1888.

FIRE!! BURGLARS!!
JOHN TANN'S
 ANCHOR RELIANCE"
SAFES
 FOR JEWELLERY, PLATE, DEEDS, BOOKS, &c.
 SOLICITORS' DEED BOXES.
 FIRE RESISTING SAFES, £4 10s., £5 5s., and £8 5
 LISTS FREE.
11 NEWGATE ST., LONDON, E.C.

EDE AND SON,
ROBE MAKERS,
 BY SPECIAL APPOINTMENT,
 To Her Majesty, the Lord Chancellor, the Whole of
 the Judicial Bench, Corporation of London, &c.
 ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.
SOLICITORS' GOWNS.
 Law Wigs and Gowns for Registrars, Town Clerks,
 and Clerks of the Peace.
CORPORATION ROBES, UNIVERSITY AND CLERGY GOWNS.
 ESTABLISHED 1699.
94 CHANCERY LANE, LONDON.

London Gazette.

Advertisements can be received at these Offices for the current Gazette without Expedition Fees until 1.15 p.m. on

Mondays and Thursdays.

GOVERNMENT EXPEDITION FEES

(ON LATE ADVERTISEMENTS).

Mondays and Thursdays ... to 4.15 p.m. 5s.
 Tuesdays and Fridays ... " 11.15 a.m. 10s.
 " " " 1.15 p.m. 30s.

REYNELL & SON,

"London Gazette" and General Advertising Contractors,
44, CHANCERY LANE, W.C.
 (Opposite Lincoln's Inn Gateway).

ESTABLISHED BY THE LATE GEO. REYNELL IN 1812.

Telephone No. 1,622. Telegraphic address, "Akaber, London." Sales for the Year 1888.

MESSRS. BAKER & SONS beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, Shares, and other Properties, will be held at the Mart, Tokenhouse-yard, E.C., as follows:—

Friday, June 22	Friday, Aug 3	Friday, Oct 26
Friday, July 6	Friday, Aug 24	Friday, Nov 16
Friday, July 13	Friday, Sept 7	Friday, Nov 30
Friday, July 20	Friday, Sept 14	Friday, Dec 14
Friday, July 27	Friday, Oct 12	

Auctions can be held on days besides those above specified.—No. 11, Queen Victoria-street, E.C.

By direction of Trustees and others.—Croydon, Brighton, Ealing-common, and Harlesden.

MESSRS. BAKER & SONS will SELL by AUCTION the following FREEHOLD and LEASEHOLD INVESTMENTS, at the MART, on FRIDAY NEXT, JUNE 22, at TWO.

CROYDON.—In One Lot.—Freehold Building Property, known as the Morland-road Estate, comprising seven acres, having extensive frontages to Morland-road and Dartnell-road, seven minutes from East Croydon Station, offering a lucrative investment either by re-sale in plots or creation of ground-rents. —Vendors' Solicitors, Messrs. Saunders, Hawesford, Bennett, & Co., 68, Coleman-street, E.C., and Messrs. Russell, Son, & Scott, 14, Old Jewry-chambers, E.C.

BRIGHTON.—In One Lot.—Freehold Building Estate, comprising seven acres, three minutes from Portlaine Station of London and Brighton Railway, having a frontage of 1,300 feet to the main road from Brighton to Shoreham. Well adapted for re-sale in plots. —Vendors' Solicitor, W. Bristow, Esq., 18, John-street, Adelphi, W.C., and Greenwich, S.E.

EALING COMMON.—Freehold Family Residence, known as Kirkconell, three minutes from Ealing Station, with pleasure ground and gardens of upwards of half an acre. In the occupation of the vendor. Rental value, £100 per annum.—Vendors' Solicitors, Messrs. Blair & Gilling, Guildhall-chambers, E.C.

HARLESDEN, Middlesex.—In Lots.—Excellent investments, producing £150 per annum, arising from three well-built Residences, being No. 8, Nicoll-rd. and Nos. 3 and 4, Connaught-rd., only five minutes from Willesden Junction. Unexpired term 80 years. Low ground-rents. —Vendors' Solicitor, D. W. Preston, Esq., Albert-road, Bournemouth.

Particulars of the respective Solicitors, and of the Auctioneers, 11, Queen Victoria-street, E.C.

To Trustees, Capitalists, Insurance Companies, and others.—High-class Freehold Ground-Rents amounting to £486 per annum, secured upon properties close to Wimbledon Station.

MESSRS. S. WALKER & RUNTZ will SELL by AUCTION, at the MART, on MONDAY, JULY 2nd, at TWO, in Thirty-one Lots, valuable FREEHOLD GROUND-RENTS of £486 per annum, arising from eight commanding Shops and Two Residences in that thriving and important business thoroughfare, Wimbledon-hill; also upon eleven superior detached and semi-detached Residences and Institutions in the Worple and Mansel-roads adjoining, and upon eleven Residences in the Lingfield-road, and on the Ridway, Wimbledon-common, constituting excellent investments for trustees and others, giving security nearly equal to Consols, and with reversions to the rack rentals now approaching £3,000 per annum at the expiration of the existing leases.

At the same time and place, Two valuable and attractive Freehold Building Estates, known as The Grange, Southside, Wimbledon-common, and the Wimbledon-hill Estate (close to the station), will be offered for Sale in 88 Plots.

Particulars, conditions of sale, and plans of Messrs. Simpson, Hammond, & Richards, Solicitors, 16 Furnival's-inn, E.C.; at the Mart; principal Hotels at Wimbledon and Putney; and of the Auctioneers, 22, Moorgate-street, E.C.

By order of the Mortgagee.—Absolute Reversion.

MESSRS. BEAL, SON, & CHARTRES are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on MONDAY, JULY 2nd, 1888, at TWO o'clock precisely, the ABSOLUTE REVERSION on the death of the life tenant, now 46 years of age, to ONE-THIRD of Rs. 155,000 INDIA FOUR per CENT. RUPEE PAPER, and to 128 fully paid-up Shares (Rs. 500 each) of the Bank of Bengal.

Particulars may be had of Messrs. Lake & New, Solicitors, Stockport; Mr. C. E. Beal, Solicitor, 30, Regent-street, London; and at the Auction and Estate Offices, 30, Regent-street, London, and at Eastbourne.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 23, Chancery-lane, E.C., or will be sent by post in return for three stamps. Particulars for insertion should be received not later than four days previous to the end of the preceding month.

SALES BY AUCTION FOR THE YEAR 1888.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., June 19	Tues., July 24	Tues., Aug 29
Tues., June 26	Tues., July 31	Tues., Oct 9
Tues., July 3	Tues., Aug 7	Tues., Oct 23
Tues., July 10	Tues., Aug 14	Tues., Nov 6
Tues., July 17	Tues., Aug 21	Tues., Nov 20
		Tues., Dec 11

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 50, Chancery-lane, or will be forwarded. Telephone No. 1,503.

Freehold Building Land.

BROADSTAIRS, KENT.

MESSRS. MOSS & JAMESON will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on THURSDAY, JUNE 28, the VALUABLE FREEHOLD BUILDING ESTATE of 12½ acres, of which 10 acres have a sea frontage, lying to the north of and within a mile of Broadstairs Station, either as a whole or in plots. The land, which is thoroughly ripe for building, has extensive frontages to the main roads and sea, is situated in a healthy position, and is but a few minutes from the station, from whence there is a capital service of trains to town.

Particulars and plans may be obtained of Messrs. Trevor & Filling, Chartered Accountants, 2, Clarence-buildings, Booth-street, Manchester; Messrs. Grundy, Kershaw, & Co., Solicitors, Manchester, and 19, Southampton-buildings, W.C.; and at the Auctioneers' Offices, 77, Chancery-lane, W.C.

3 and 4, LINCOLN'S-INN-FIELDS.

Two of the handsome large Rooms on the ground floor of this fine building remain to be Let. Good light, one room having large bay window looking on to the gardens. Professional men seeking offices in this select and convenient locality should see these premises at once. Strictly moderate rental.—Apply to the Manager, Collector's Office, 63 and 64, Chancery-lane.

RESIDENTIAL CHAMBERS to be LET in Lincoln's-inn-fields, fitted with every convenience; bath room (hot and cold water); key and use of square; splendid situation; moderate rent.—Apply to the Attendant, on the premises, 3 and 4, Lincoln's-inn-fields; or at the Collector's Office, in the Hall of 63, Chancery-lane.

BARRISTERS and Others Seeking CHAMBERS close to the Law Courts.—A splendid Suite of two, three, or five rooms to be Let, in a fine Building quite near the Law Courts, and adjoining the Chancery-lane Safe Deposit. Lighted by electric light and every convenience; moderate rent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

OFFICES and CHAMBERS.—Lofty and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 27, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c.—Apply to Messrs. C. A. HARRISON & Co., Chartered Accountants, on the premises.

OFFICES to be LET.—Some splendid Rooms in a fine building close to the Law Courts, the Patent Office, and the Chancery-lane Safe Deposit; lighted by electric light, and with every convenience; moderate rent; well suited for a solicitor, law stationer, or patent agent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

TO SOLICITORS REMOVING.—High-class professional Chambers to Let at 63, Lincoln's-inn-fields, an absolutely fire-proof, sanitary, and well-lighted building; strong rooms, hydraulic safety lift, warmed corridors, speaking tubes, hail porter, and resident housekeeper; may be viewed at any time.

MESSRS. JOHNSON & DYMOND beg to announce that their Sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses. Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 38 and 39, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Saturday excepted).

NORTHERN ASSURANCE COMPANY.

Established 1835.

LONDON: 1, Moorgate-street, E.C. ABERDEEN: 1, Union-terrace.

INCOME & FUNDS (1887):—

Fire Premiums	£607,000
Life Premiums	197,000
Interest	149,000
Accumulated Funds	£3,421,000

THE BRITISH LAW FIRE INSURANCE

CO., Limited, 5, Lothbury, Bank, London, E.C.

SUBSCRIBED CAPITAL, £500,000.
The Directors invite applications for Agencies.
H. FOSTER CUTLER,
Manager and Secretary.

IMPERIAL FIRE INSURANCE COMPANY.

Established 1803.

1, Old Broad-street, E.C., and 22, Pall Mall, S.W.
Subscribed Capital, £1,200,000; Paid-up, £300,000
Total Invested Funds over £1,800,000.

E. COZENS SMITH,

General Manager.

LAW UNION FIRE AND LIFE INSURANCE COMPANY.

ESTABLISHED IN THE YEAR 1854.

The only Law Insurance Office in the United Kingdom which transacts both Fire and Life Insurance Business.

Chief Office—

216, CHANCERY LANE, LONDON, W.C.
The Funds in hand and Capital Subscribed exceed the sum of £1,800,000 sterling.

Chairman—JAMES CUDDO, Esq., of the Middle Temple, Barrister-at-Law.

Deputy-Chairman—CHARLES PEMBERTON, Esq. (Lee & Pemberton), Solicitor, 44, Lincoln's-inn-fields.

The Directors invite attention to the New Form of Life Policy, which is free from all conditions.

Policies of Insurance granted against the contingency of Issue at moderate rates of Premium.

The Company ADVANCES Money on Mortgage or Life Interests and Reversions, whether absolute or contingent.

The Company also purchases Reversions.

Prospectuses, copies of the Directors' Report and Annual Balance Sheet, and every information, sent post-free on application to

FRANK McGEDY, Actuary and Secretary.

ESTABLISHED 1851.

BIRKBECK BANK.—

Southampton-buildings, Chancery-lane.
THREE per CENT. INTEREST allowed on DEPOSITS, repayable on demand.

TWO per CENT. INTEREST on CURRENT ACCOUNTS calculated on the minimum monthly balances, when not drawn below £100.

The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills of Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.

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